Item 11.6
Time has been set aside for the public to address the Board of Trustees on items that are NOT ON THE AGENDA, but those items will not be acted upon by the Board at this meeting. ALL speakers must submit a “Request to Speak” form (located on the information table at the meeting) prior to this portion of the meeting and will be recognized by the President of the Board. Five minutes will be allotted to each speaker and not more than 20 minutes on any subject.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

BUSINESS MEETING

BOARD MEETING ROOM – HASLEY HALL (HSLH-137)
College of the Canyons
26455 Rockwell Canyon Road ~ Santa Clarita, California 91355

5:00 p.m.
Wednesday, August 26, 2009

The meeting will begin at 5:00 p.m. with Closed Session.
Open Session will begin at 6:30 p.m. (public welcome).

1. PRELIMINARY FUNCTIONS

1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items

1.2 CLOSED SESSION

1.2a Conference with Labor Negotiator (pursuant to Government Code §54957.6)
Santa Clarita Community College District Representative: Mr. Jim Schrage
California Schools Employee Association (CSEA)

1.2b Conference with Labor Negotiators (pursuant to Government Code §54957.6)
Santa Clarita Community College District Representative: Dr. Dianne Van Hook
Unrepresented Employees: Vice President, District Communication, Marketing & External Relations; Director, Advertising and Public Information; Director, District Publications and Reprographics; Managing Director, Public Relations and Marketing; Art Director/Manager, Graphic Design Services; Founding Dean, Canyon Country Campus; Dean, Economic Development; Assistant Director, Small Business Development Center (SBDC); Director, Employee Training Institute; Director, Center for Applied Competitive Technologies (CACT); Director, Small Business Development Center; Special Assistant to the Chancellor/Director of External Relations

1.3 Flag Salute

1.4 Approval of Agenda

1.5 Welcome to Guests/Recognition of Staff Representative(s)
It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Audience members may address the Board at this time. When acknowledged by the President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Audience members may also request to speak to an agenda item being considered by the Board during the course of the meeting through recognition by the President of the Board.)

1.6 Approval of Minutes

- June 24, 2009 – Business Meeting/Budget Workshop
- July 8, 2009 – Business Meeting

1.7 Recognition / “Up Close and Personal”
Emerging Technologies Cleanroom – Dr. Ram Manvi, Division Dean, Mathematics, Sciences & Engineering Technologies
2. **CONSENT CALENDAR**  
Information concerning the consent items listed below has been forwarded for study to each Board member prior to this meeting. Unless a Board member removes an item from the Consent Calendar, the calendar will be approved at one time by the Board of Trustees. Items removed from the Consent Calendar for individual consideration will be acted upon immediately following approval of the Consent Calendar. A member of the audience may request that the Board provide further information regarding a specific item prior to the approval of the Consent Calendar. The following ACTION/CONSENT items on the adopted Agenda are recommended for approval at this time.

3.1 Approval of Agreement Between Santa Clarita Community College District and the Santa Clarita Valley (SCV) School and Business Alliance (William S. Hart Union High School District)  
3.2 Approval of Contract Agreement with Boston Reed College for Optometric Training Program Through Community Education  
5.1 Approval of Travel Authorizations Schedule T 09/10-4  
6.1 Approval of Addendum #01 for Geotechnical Services for the Mentry Hall Expansion Construction Project  
6.2 Approval of Notice of Completion for Modernization Project (PE West and Student Center Doorways)  
6.3 Approval of Contract for Labor Compliance Services for the Dr. Dianne G. Van Hook University Center Tenant Improvement Project (The Solis Group)  
6.4 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project  
6.5 Approval of Modernization Project: Parking Improvements at the Valencia Campus  
7.1 Approval of Personnel Schedule PERS 2009/2010-3

3. **INSTRUCTIONAL SERVICES**

3.3 Approval of Agreement Between Santa Clarita Community College District (CACT) and El Proyecto del Barrio, City of Los Angeles OneSource  
3.4 Global Corporate College Training through Employee Training Institute (ETI) for Sam’s Club

4. **STUDENT SERVICES**

None.

5. **BUSINESS SERVICES**

See Consent Calendar.

6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**

6.6 Approval to Award Bid for the Dr. Dianne G. Van Hook University Center Tenant Improvement Project (Cabinetry and Casework)

7. **HUMAN RESOURCES**

See Consent Calendar.

8. **INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES**

None.

9. **POLICIES AND PROCEDURES**

None.

10. **GENERAL**

10.1 Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items
11. REPORTS
   11.1 Academic Senate Report
   11.2 Classified Senate Report
   11.3 Board Liaison Committee Member Report
   11.4 Chancellor’s Report
   11.5 Reports and/or Announcements by Board Members, Student Trustee, and/or Staff on Meetings and Conferences Attended
   11.6 Comments by Members of the Audience on Any Item NOT ON THE AGENDA
   11.7 New Requests/Recap of Requests Made During the Meeting by Board Members to Have an Item Placed On A Future Agenda

12. ANNOUNCEMENT OF NEXT MEETING –
    Wednesday, September 9, 2009 – Business Meeting, Board Meeting Room (HSLH-137), Hasley Hall, College of the Canyons. Closed Session at 5:00 pm, Open Session at 6:30 pm.

    AND ADJOURNMENT

If you need a disability-related modification or accommodation (including auxiliary aids or services) to participate in the public meeting, or if you need an agenda in an alternate form, please contact the Chancellor’s Office at College of the Canyons at least 24 hours before the scheduled meeting.
## AGENDA

### CATEGORY

**INSTRUCTIONAL SERVICES**

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval of Agreement Between Santa Clarita Community College District and the Santa Clarita Valley (SCV) School and Business Alliance (William S. Hart Union High School District)</td>
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### BACKGROUND / ANALYSIS:

College of the Canyons (COC) has been in support of the SCV School and Business Alliance since 1998. The Alliance will work with College of the Canyons this fiscal year to:

- Partner on professional development training opportunities to support the integration of academic and career technical courses.
- Actively participate in COC/Hart District working groups to improve communications and relationships between the two Districts.
- Work with the Career Technical Education Consortium (CTEC) to implement workplace learning opportunities.
- Act as liaison between Career Technical Education (CTE) programs and employers.
- Assist with the CTE Community Collaborative grant, specifically coordination of the 7th and 8th grade career exploration component which includes “College Making It Happen” events.

Copies of the Agreement are available upon request from the Instruction Office.

### FISCAL IMPLICATIONS:

The total cost of this agreement is $20,000 and will be paid from Tech Prep Grant 09-139-660. There is no fiscal implication to the District’s Unrestricted General Fund.

### RECOMMENDATIONS:

Move approval of this Agreement between the Santa Clarita Community College District and the Santa Clarita Valley School and Business Alliance (William S. Hart Union High School District).

Submitted by: Audrey Green
Associate Vice President Academic Affairs

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Santa Clarita Valley School and Business Alliance, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the parties agree as follows:

1. **Scope of Service.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor: 1) Partner on professional development training opportunities to support the integration of academic and career technical courses. 2) Actively participate in COC/Hart District working groups to improve communications and relationships between the two Districts. 3) Work with the Career Technical Education Consortium (CTEC) to implement workplace learning opportunities. 4) Act as liaison between Career Technical Education (CTE) programs and employers. 5) Assist with the CTE Community Collaborative grant, specifically coordination of the 7th and 8th grade career exploration component which includes "College Making it Happen". Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. **Term.** Contractor shall commence providing services under this Agreement on July 1, 2009, and will diligently perform as required and complete performance by June 30, 2010.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty thousand and no/100 Dollars ($20,000.00). District shall pay Contractor after District's Board of Trustee ("Board") approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

4. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers’ compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars ($600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor’s employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due.
5. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

6. **Policies & Procedures and Rules & Regulations.** Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

7. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. **Copyright/Trademark/Patent.**

   a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

    b. **Contractor Use of Other Copyright/Trademark/Patent Materials.** Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

9. **Termination.** Either party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other party prior to the requested termination date. In such case, District shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

10. **Indemnification.** Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

    District agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

11. **Insurance.** Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers’ Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) days’ notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.
12. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

13. **Compliance With Applicable Laws.** The services completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

14. **Permits/Licenses.** Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

15. **Employment With Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

17. **Affirmative Action Employment.** Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

18. **Non-Waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>Santa Clarita Valley School and Business Alliance</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>21515 Centre Pointe Parkway</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Santa Clarita, CA 91350</td>
</tr>
<tr>
<td>Attn: Audrey Green, Assoc VP/Academic Affairs</td>
<td>Attn: Adriana Estrada, Executive Director</td>
</tr>
<tr>
<td>Email: <a href="mailto:audrey.green@canyons.edu">audrey.green@canyons.edu</a></td>
<td>Email: <a href="mailto:aestrada@hartdistrict.org">aestrada@hartdistrict.org</a></td>
</tr>
<tr>
<td>Tele: 661.362.3294</td>
<td>Tele: 661.753.5740 x776</td>
</tr>
</tbody>
</table>

20. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. **Validity and Enforceability.** In accordance with Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted.

22. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.
23. **Certification Regarding Debarment, Suspension or Other Ineligibility** (applicable to all agreements funded in part or whole with federal funds).

   a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

   b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
      (2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;
      (3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
      (4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
      (5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
      (6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

   IN WITNESS WHEREOF, parties hereby agree.

   **SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

   **CONTRACTOR**

   **BY:**

   **BY:**

   Signature of Authorized Representative
   Signature of Authorized Representative

   **Print Name**
   MITJL CAPET
   **Print Name**

   **Print Title**
   ASST SUPT/VP INSTRUCTION
   **Print Title**

   **Date**
   Board Meeting-Date of Approval/Ratification
   **Date**

   **Social Security #**
   31-1807282
   **Or Federal Tax ID #**
BACKGROUND / ANALYSIS:
The Boston Reed College is a virtual college offering a preset program of learning in Optometric Technician Training Program through Community Education departments throughout the California Community College system. Boston Reed provides marketing, instructors, information sessions, and curriculum over twenty weeks with an additional off-site 120 hour externship.

Community Education is pleased to offer another short term vocational program to equip individuals for employment without spending a great deal of time or money in college. This program is an example of how Community Education is a viable part of the California Community College mission. Copies of the contract are available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
There are no fiscal implications to Community Education or the District. Community Education stands to earn $860 per registered student after Boston Reed is paid.

RECOMMENDATIONS:
Move Approval of the contract agreement with Boston Reed College for the Optometric Training Program through Community Education.

Submitted by: Gina M. Bogna

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Dr. Mitjl Capet
Asst Supt/VP, Instruction
INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and Boston Reed College, hereinafter referred to as "CONTRACTOR".

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the parties agree as follows:

1. Scope of Service. Contractor will conduct class entitled Optometric Technician, which includes, in part, assisting in testing patients’ vision, providing frame styling services, instructing patients in contact lens handling and administer vision therapy programs prescribed by the licensed eye care professional, as follows and each party shall assume responsibilities pursuant to Addendum A, attached hereto and made a part hereof:

   | Class Date(s):                        | August 29, 2009 through March 6, 2010, per schedule as mutually agreed upon |
   | Class Time:                          | 8:00 AM to 3:30 PM                                                              |
   | Total Sessions:                      | 20                                                                              |
   | Total Program Hours:                 | 120                                                                             |
   | Class Fee per Student:               | $2,895.00 (includes textbook), not to exceed 35 students                       |

Contractor will take roll, collect any walk-in registration fees and remit such fees with completed roll sheet(s) to Community Education within two (2) business days. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor’s instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. Contractor shall commence providing services under this Agreement on August 29, 2009, and will diligently perform as required and complete performance by March 20, 2010 (includes two [2] additional weeks to allow for rescheduling).

3. Compensation and Invoicing.
   a. Compensation and Invoicing. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a fee not to exceed Two Thousand Thirty Five Dollars ($2,035.00) per student from fees collected, and not to exceed a fee total of Seventy One Thousand Two Hundred Twenty Five Dollars ($71,225.00). District shall pay Contractor after District’s Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

   b. Material Fee. This class (check one) ☐ does not have a material fee ☐ does have a material fee in the amount of Zero Dollars ($0.00) per student. District shall collect the material fee from the student and, upon receiving receipts or other documentation from Contractor satisfactory to the District, District shall reimburse Contractor such material fees in an amount not to exceed the amount of material fees actually collected.

4. Fingerprinting. Prior to the start date, and during the entire term of this Agreement, Contractor, including all Contractor employees and subcontractors, if applicable, performing services pursuant to the “Scope of Services” paragraph above, shall fully comply with the provisions of the Education Code Section 45125.1 by obtaining a background fingerprint
clearance, at Contractor’s expense, and providing documentation of such compliance to the District.

Contractor Initials __________________

5. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars ($600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due.

7. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

8. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

9. Copyright/Trademark/Patent.
   a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
   b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

10. Termination. Either party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other party prior to the requested termination date. In such case, District shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

11. Indemnification. Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards,
expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

12. Insurance. Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers' Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District shall be given thirty (30) day's notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

14. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

15. Permits/Licenses. Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

16. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

17. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) provisions set forth in this Agreement, (2) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

18. Affirmative Action Employment. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

19. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Santa Clarita Community College District</strong></td>
<td><strong>Name:</strong> Boston Reed</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td><strong>Address:</strong> 2799 Napa Valley Corp. Drive</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td><strong>City/State/Zip:</strong> Napa, CA 94558</td>
</tr>
<tr>
<td>Attn: Britt Anderson</td>
<td><strong>Attn:</strong> XXXXXXXXXXXXXX</td>
</tr>
<tr>
<td>Email: <a href="mailto:britt.anderson@canyons.edu">britt.anderson@canyons.edu</a></td>
<td>Email: <a href="mailto:danab@bosatonreed.com">danab@bosatonreed.com</a></td>
</tr>
<tr>
<td>Tele: 661-362-3114</td>
<td>Tele: 707-307-5018</td>
</tr>
</tbody>
</table>
21. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. **Validity and Enforceability.** In accordance with Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted.

23. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

24. **Certification Regarding Debarment, Suspension or Other Ineligibility** (applicable to all agreements funded in part or whole with federal funds).

   a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

   b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

      (2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;

      (3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.(2) above, of this certification;

      (4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;

      (5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and

      (6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

**IN WITNESS WHEREOF,** parties hereby agree.

---

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

**By:**

**Signature of Authorized Representative**

Print Name **SHARLENE L. COLEAL**

Print Title **ASST SUPERINTENDENT/VP-BUS SERVICES**

Date Board Meeting-Date of Approval/Ratification

---

**By:**

**Signature of Authorized Representative**

Print Name

Print Title

Date Social Security #
Or Federal Tax ID #
ADDENDUM A

AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND
BOSTON REED COLLEGE

THIS ADDENDUM ("Addendum") is entered into by and between Santa Clarita Community College District ("District") and Boston Reed College ("Contractor").

WHEREAS, District and Contractor have entered into that certain Agreement for Contractor to conduct class entitled Optometric Technician ("Course") and for no other purpose.

NOW THEREFORE, it is understood and agreed by the parties hereto that:

1. District will market the program in the District's schedule/catalog and/or other advertising options as determined by District.

2. District will enter enrollees into the Contractor online database (CDI) for student record and textbook management.

3. Contractor will ship student textbook to participant's home address.

4. Contractor shall not be permitted to sell books, tapes, services or otherwise promote the business of Contractor during the instruction of course(s) offered. Contractor may discuss with the District the possibility of having books, tapes or other promotional materials of Contractor available for students who inquire and request them.

5. If SLM loan from Sallie Mae is approved for payment of student tuition, Contractor will contact the District with student registration information and forward payment of the District portion of tuition to the District prior to the census date of the third class day.
### BOARD OF TRUSTEES MEETING

**08/26/09**

**AGENDA**

**CATEGORY** BUSINESS SERVICES

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Travel Authorizations Schedule T 09/10-4</th>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
</table>

### BACKGROUND / ANALYSIS:

The Travel Authorizations Schedule is presented for approval. Activities include attendance at conferences or conventions, as indicated, and other professional business activities related to District matters. Proposed expenditures are consistent with Board Policy.

A copy of the schedule is available from the Business Services Department, upon request.

### FISCAL IMPLICATIONS:

Travel expenditure requests for fiscal year 2009-10 totaling $1,759.18 are included in the 2009-10 Tentative Budget.

### RECOMMENDATIONS:

Move Approval of Travel Authorizations Schedule T 09/10-4.

Submitted by: Kari Soffa

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook

Chancellor

Recommended by: Sharlene L. Coleal
**TRAVEL AUTHORIZATION SCHEDULE**

**BOARD OF TRUSTEES MEETING**

**August 26, 2009**

<table>
<thead>
<tr>
<th>Registration Fees</th>
<th>Trans</th>
<th>Lodging</th>
<th>Meals</th>
<th>Other</th>
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<th>Funding Source</th>
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<td><strong>RATIFIED TRAVEL</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CCCS/A Summer Meeting</td>
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<td>Celina Baguiao</td>
<td>-</td>
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<td>2</td>
<td>South Central Tech Prep Regional Coordination</td>
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<td>Oxnard, CA</td>
<td>Russell Waldon</td>
<td>No Cost to District</td>
<td>NO COST TO DISTRICT</td>
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<td>3</td>
<td>Santa Rosa Junior College Culinary Arts Center Tour</td>
<td>06/13/09</td>
<td>Santa Rosa, CA</td>
<td>Cindy Schwanke</td>
<td>-</td>
<td>298.08</td>
<td>160.00</td>
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<td>4</td>
<td>Steve Tannehill***+</td>
<td>06/29-06/30, 07/01-07/21/09</td>
<td>-</td>
<td>230.45</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Keith Rypka***+</td>
<td>07/01-07/31/09</td>
<td>-</td>
<td>211.75</td>
<td>-</td>
<td>-</td>
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<td>Kathleen Alfano***+</td>
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<td>-</td>
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<td>-</td>
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<td>7</td>
<td>Kristin Houser***+</td>
<td>07/27-07/30, 08/05/09</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>15.00</td>
</tr>
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</table>

**GRAND TOTAL** $1,759.16

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**Administrative Oversight Codes**

| * | District Vehicle |
| ** | Private Vehicle |
| + | Ratification |
| # | Substitute Required |
| P - President (1000) | IS - Instructional Services (2000) |
| SS - Student Services (3000) | BS - Business Services (4000) |
| PP - Plant & Property (5000) | PS - Personnel Services (6000) |
| AD - Administrative Services (7000) | IR - Institutional Research (8000) |
| CCC - Canyon Country Campus (9000) |                |
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Addendum #01 for Geotechnical Services for the Mentry Hall Expansion Construction Project

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The Mentry Hall Expansion Construction Project is 27,683 sq. ft. addition that will provide additional classroom space for various programs including CAD, RTV, Photography, Graphics and Media Design and Printing as well as offices and support spaces for these programs.

The District entered into a contract with SubSurface Designs, Inc. (Sylmar, CA) for geotechnical services for this project at the February 6, 2008 Board meeting. Addendum #01 in the amount of $15,000 is for additional geotechnical services for this project. Copies of the Addendum are available upon request from the Facilities Department.

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this addendum in the amount of $15,000 are included in the FY09/10 Tentative Budget.

RECOMMENDATIONS:
Move approval of Addendum #01 for Geotechnical Services for the Mentry Hall Expansion Construction Project as noted above.

Submitted by:  Approval for submission to Board of Trustees:

James C. Schrage  Dr. Dianne G. Van Hook
Vice President, Facilities Planning, Operations and Construction  Chancellor

Recommended by:
ADDENDUM #01
TO AGREEMENT FOR GEOTECHNICAL SERVICES FOR
MENTRY HALL EXPANSION CONSTRUCTION PROJECT

The contract dated January 30, 2008 for Geotechnical Services for Mentry Hall Expansion Project is hereby modified by Board action August 26, 2009 by and between the Santa Clarita Community College District, a California college district ("District") and SubSurface Designs ("Contractor").

The agreement is modified as follows:

Additional fee of $15,000

IN WITNESS WHEREOF, the District and Consultant have executed Addendum as of the date set forth above.

“DISTRICT”
SANTA CLARITA COMMUNITY COLLEGE DISTRICT, a California Community College District

By: ____________________________
Dianne G. Van Hook, Ed.D
Chancellor

“CONTRACTOR”
SUBSURFACE DESIGNS

By: ____________________________
BACKGROUND / ANALYSIS:
The following construction contract has been satisfactorily completed per the terms and conditions of the contract:

- Doorways Located in PE West and Student Center, Santa Barbara Glass Company

The Notice of Completion will be filed upon board approval. The filing of the Notice of Completion begins the final lien period for the project. All claims must be received within 30 days after the filing of the Notice of Completion. After 35 days, if no liens have been received, the final payment to the Contractor will be issued. It is preferred to issue the Notice of Completion immediately upon completion, so as to minimize the lien period and to make timely payment to the Contractor.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
Move approval of Notice of Completion as noted above.

Submitted by: James C. Schrage
Vice President, Facilities Planning, Operations and Construction

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Chancellor

Recommended by:
AGENDA
CATEGORY   PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Labor Compliance Services  X ACTION/CONSENT
for the Dr. Dianne G. Van Hook University Center
Tenant Improvement Project (The Solis Group)

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially-funded GO Bond project that includes the
construction of a 110,000 sq. ft. permanent University Center. The Tenant Improvement Portion of this project
consists of configuring the West Wing second and third floor spaces of the Center for use by District
Administration departments and Economic Development partners.

The District would like to enter into a contract for Labor Compliance Services for this project with The Solis
Group (Pasadena, CA) in the amount of $24,562. The District has used the services of The Solis Group for
other construction project and is satisfied with the service provided. Copies of the contract have been
distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
The Dr. Dianne G. Van Hook University Center Construction Project is a joint State/GO Bond/Locally funded
project. Funds for this contract in the amount of $24,562 are included in the FY09/10 Tentative Budget.

RECOMMENDATIONS:
Move approval of Contract for Labor Compliance Services for the Dr. Dianne G. Van Hook University Center
Tenant Improvement Project as noted above.

Submitted by:                Approval for submission to Board of Trustees:
James C. Schrage
Vice President, Facilities Planning,
Operations and Construction

Recommended by:
August 11, 2009

Jim Schrage  
Dean, Physical Plant & Facilities Planning  
College of the Canyons  
26455 Rockwell Canyon Rd.  
Santa Clarita, CA 91355  

Subject: Labor Compliance Services for the University Center Tenant Improvements Project

Dear Mr. Schrage,

The Solis Group (TSG) is pleased to present this proposal to the College of the Canyons for providing Contract Labor Compliance services for the subject project, in full compliance with either your Department of Industrial Relations-approved Labor Compliance Program (LCP), or TSG’s, which can be provided as part of these services at no additional cost.

TSG was established, here in LA County, in 1992 to provide program/construction management and contract administration support services to the engineering and construction communities relative to public works projects in the areas of contract labor (prevailing wage) compliance, including project labor agreement development, negotiations and management. The principals of the firm, who have come with a strong contract administration, civil engineering, construction management and labor compliance background, have over 70 years of combined experience in this industry, providing services on public infrastructure construction, engineering, and program management projects. Our staff consists of seasoned, degreed professionals with hands-on labor compliance administration, monitoring, enforcement and reporting experience, and knowledge of applicable local, state and federal labor regulations and guidelines. Our staff also has multilingual capabilities (English, Spanish, Mandarin and Cantonese) for labor compliance field interview responsibilities.

TSG has extensive experience working with the office of the California Labor Commissioner, labor-management cooperation committees such as the Center for Contract Compliance (CCC), union-affiliated contract compliance representatives, business agents, and field representatives. TSG has extended these relationships to the on-site construction managers and staff of the Awarding Body to educate them on who, why, how and when other agencies may provide oversight on the work. TSG also maintains relationships with other regulatory agencies, such as the Division of Apprenticeship Standards, the Office of Federal Contract Compliance Programs, and the Department of Labor Wage and Hour Division.

It always has been TSG’s philosophy to resolve issues at the lowest possible levels before escalation. As evidence of our labor compliance efficiency, experience and
determination success rate, the State has concurred with TSG findings in 100% of cases since TSG started providing LCP-related services over 12 years ago. TSG is certified by the Department of Industrial Relations (DIR) by the fact that it has its own DIR-approved LCP.

## Related Experience

TSG's clients, all who are in Southern California, include approximately 25 local school and community college districts with construction programs ranging from $1 million to over $500 million. The following is a representative sample of our clients:

**Long Beach Community College District** – Long Beach, CA  
Facilities Bond Construction and Modernization Program  
Program Value: $176 million, 2 sites

**Rio Hondo Community College District** – Whittier, CA  
Facilities Construction and Modernization Program,  
Program Value: $350 million, 2 sites

**Kern Community College District** – Bakersfield, CA  
Facilities Bond Construction and Modernization Program  
Program Value: $250 million, 5 sites

**College of the Desert** – Palm Desert, CA  
Facilities Bond Construction and Modernization Program  
Program Value: $480 million, 2 sites

**Santa Monica College** – Santa Monica, CA  
Facilities Bond Construction and Modernization Program  
Project Value: $12.5 million, 1 site

**Norwalk-La Mirada Unified School District** – Norwalk, CA  
Facilities Bond Construction and Modernization Program  
Program Value: $242 million, 37 sites

**Simi Valley Unified School District** – Simi Valley, CA  
Facilities Bond Construction and Modernization Program  
Program Value: $180 million, 13 sites

**Santa Barbara School Districts** – Santa Barbara, CA  
Facilities Bond Construction and Modernization Program  
Program Value: $65 million, 6 sites

**Long Beach City Public Safety Building** – Long Beach, CA  
Facility Seismic Retrofit and Modernization  
Project Value: $22 million, 1 site

## Scope of Services

TSG will provide labor compliance services in complete compliance with a Department of Industrial Relations (DIR) approved Labor Compliance Program (LCP). The scope of services includes:
Advise Contractors of All Labor Compliance Requirements

TSG will conduct the following activities related to pre-construction activities:

➢ Inform the contractor(s), via pre-bid and/or pre-construction meetings of the California Labor Code requirements, including but not limited to:
  o Payment of prevailing wages
  o Use of apprenticeships
  o Required submittals (Certified Payroll Records and related documents, Apprenticeship program participation forms (DAS-140 and CAC-2)
  o Non-Discrimination in Employment Practices
  o Placement of required posters
  o Anti-kickback provisions
  o Subcontractor listing requirements
  o Licensing requirements
  o Unfair Competition Requirements
  o Worker’s Compensation Insurance requirements
  o Penalties

➢ Provide the contractor(s) with the applicable prevailing wage determination(s) for the project.

➢ Provide the contractor(s) with appropriate blank forms, document submittal schedule and checklist for submitting applicable documents.

➢ Provide technical assistance to the contractor(s) and awarding body.

Compliance Monitoring

TSG will conduct the following activities related to monitoring and enforcement of prevailing wages and apprenticeship requirements:

➢ TSG will receive, securely store, review and audit Certified Payroll Records (CPR’s), Fringe Benefit Statements, Trustee Reports, DAS-140 and CAC-2, and related documents.

➢ No less than monthly, conduct regular and timely spot audits and, when necessary complete audits, of compliance documents and cross check the information with related documents.

➢ Request supporting documents including but not limited to: Inspector Logs, Job Logs, timesheets, sign-in sheets (when available), and contact Trust Funds (if applicable), when required.

➢ Conduct periodic, random interviews of workers. Interviews will be conducted by TSG’s bilingual staff, using TSG’s Field Survey form, which is available in English and Spanish, and will consist of a representative sample of all crafts involved in
the project. This information will be crosschecked against the CPR’s and related documents.

**Compliance Enforcement**

The following enforcement activities will be conducted:

- Notification of missing or delinquent documents and corrective actions through the use of a Delinquent Documents Form to both the contractor and awarding body.

- Notification of wages and penalties due through the use of a Prevailing Wages Audit Worksheet.
  - When documents are not received, TSG will inform the awarding body of recommended penalty-related contract amounts to be withheld for contractor(s) failure to submit timely documents.

- Provide copies of all related correspondence and notifications to the awarding body.

- Notification to the contractor(s) of Right to Obtain a Review of Assessment and/or conduct Settlement Meeting.

- Collect and distribute wage restitutions to affected employees.

- Notify awarding body of underpayment amounts and recommended assessment of liquidated damages and penalties to be withheld.

- Collect labor compliance affidavits from the prime and all subcontractors prior to the closeout of the project for release of final payments to the subcontractors.

It is TSG’s practice to not assess penalties resulting from violations of the California Labor Code until an impasse has been reached with the contractor and the assessment of penalties is the next step in the resolution process.

**Coordination activities with public and private agencies, and the awarding body**

- Provide copies of compliance and enforce action notices and correspondence to the awarding body.

- Respond to inquiries and request for copies of documents such as Certified Payroll Records. Copies of such records will be redacted according the California Labor Code before release.

- Coordinate investigations and enforcement actions (e.g., California Labor Commissioner)

- Coordinate enforcement actions and Settlement Meetings with the awarding body’s legal Counsel.
Provide Required Reports

TSG will provide, when requested by the awarding body, the following reports:

➤ A Monthly Activity Report that will include the following:
  o An Executive Summary for the reporting period
  o Identification of enforcement activities taken and results
  o Restitution wages, penalties and liquidated damages assessed and collected
  o A matrix identifying current issues and their status

➤ An annual report, including but not limited to:
  o An Executive Summary for the year
  o Number and value of contracts awarded subject to the LCP
  o Identification enforcement activities taken and results
  o Restitution wages, penalties and liquidated damages assessed and collected

➤ Project Close out Report, composed of the elements included in the Annual Report.

➤ The following databases will be maintained and provided with the reports
  o A database of employees interviewed and findings, wage restitutions, and liquidated damages assessed and collected

The following services are included in the proposed fee for labor compliance services:

In the event that an investigation and informal settlement conference with the affected contractor(s) fails to resolve an apparent violation, TSG will prepare the following on behalf of the Awarding Body:

A. An audit
B. Summary of the findings and investigation
C. Notice of Withholding of Contract Payments, and
D. Notice to the California Labor Commissioner Requesting Approval of Forfeitures
E. Transmittal of Notice of Forfeitures to the affected contractor(s)

The following services are not included in the proposed fee for labor compliance services. They are provided at additional costs.

In the event that an affected contractor or subcontractor fails to resolve the apparent violation and requests a hearing before the Department of Industrial Relations, upon written authorization of the Awarding Body, TSG will any support required to participate in or prepare the District for hearing(s) by the Department of Industrial Relations or any appeals of any DIR findings. Compensation for services related to assisting with a hearing shall be at the hourly rates identified herein.
The contract fee, for the subject services, is based on our understanding that the University Center Tenant Improvements project is estimated to have a construction budget of $2,300,000 and anticipated construction duration of 2 ½ months, as indicated by representatives of your construction management firm. This fee can be adjusted as the final construction cost is defined.

The Solis Group will provide the services referred to in the Scope of Services above for a fixed fee that is consistent with, but discounted from, the California State Allocation Board’s (SAB) Labor Compliance Fee Guidelines, as approved on July 2, 2003 and presented herein; which states that fees “shall be calculated on the total project costs, exclusive of site acquisition costs, as follows”:

<table>
<thead>
<tr>
<th>Fee/Percentage</th>
<th>Project Cost</th>
<th>Calculation Basis</th>
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<tbody>
<tr>
<td>$16,000</td>
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<td>For the first $1 million or any part thereof, plus</td>
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<tr>
<td>1.60%</td>
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<td>0.25%</td>
<td>$1,000,000</td>
<td>Of the next $1 million or any part thereof, plus</td>
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<tr>
<td>0.15%</td>
<td>$1,000,000</td>
<td>Of the next $1 million or any part thereof, plus</td>
</tr>
<tr>
<td>0.32%</td>
<td>$2,000,000</td>
<td>Of the next $2 million or any part thereof, plus</td>
</tr>
<tr>
<td>0.31%</td>
<td>$2,000,000</td>
<td>Of the next $2 million or any part thereof, plus</td>
</tr>
<tr>
<td>0.46%</td>
<td>$5,000,000</td>
<td>Of the next $5 million or any part thereof, plus</td>
</tr>
<tr>
<td>0.44%</td>
<td>$5,000,000</td>
<td>Of the next $5 million or any part thereof, plus</td>
</tr>
<tr>
<td>0.42%</td>
<td>$30,000,000</td>
<td>Of the next $30 million or any part thereof, plus</td>
</tr>
<tr>
<td>0.40%</td>
<td></td>
<td>Of any remaining portion (above $30,000,000)</td>
</tr>
</tbody>
</table>

As indicated above, the SAB fee guidelines are discounted as follows:

- The proposed fee is based on the anticipated construction cost, and not total project cost.
- The SAB recommended fee is discounted by 25%.

Therefore, based on the subject project having an anticipated construction cost of $2,300,000.00 and construction duration of 2 ½ months; the proposed not-to-exceed, lump sum fee for the subject project is **$24,562.00**.
The services not included in the fees for labor compliance services, as identified in the Scope of Services above, shall be provided, with your prior written approval, on a time-and-materials basis using TSG's Standard Hourly Rates which are presented below.

The Solis Group Standard Rate Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$235</td>
<td>$240</td>
</tr>
<tr>
<td>VP Ops</td>
<td>$185</td>
<td>$190</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$175</td>
<td>$180</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$170</td>
<td>$170</td>
</tr>
<tr>
<td>Assistant PM</td>
<td>$145</td>
<td>$150</td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>$120</td>
<td>$125</td>
</tr>
<tr>
<td>Analyst</td>
<td>$90</td>
<td>$95</td>
</tr>
</tbody>
</table>

Finally, attached, for your reference, you will find a brief summary of our qualifications, which address the question: Why TSG for Labor Compliance?

We trust this is responsive to your needs and look forward to working with you and the College of the Canyons team.

Sincerely,

The Solis Group

By: ________________________________
    Terry Solis
    Chairman and Secretary of the Board of Directors

Santa Clarita Community College District

By: ________________________________
    Dianne G. Van Hook, Ed.D
    Chancellor

Attachment: Why the Solis Group for Labor Compliance?
BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially-funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center which will provide classrooms and instructional space for programs offered by four-year partners at night and COC students by day. The following contract revisions are being recommended at this time. Copies of the recap are available upon request.

- Contract Package #101, Earthwork & Grading, C.A. Rassmussen, Change Order #03 encompasses two items and results in a contract subtraction of ($35,180).
- Contract Package #104, Waterproofing, Best Contracting Services, Change Order #02 encompasses two items and results in a contract addition of $11,875.
- Contract Package #105, Structural steel, metal deck & misc. metals, Bickerton Ironworks Change Orders #07 and #08 encompasses one item each and results in a contract subtraction of ($29,108).
- Contract Package #120, Glass, Glazing & Storefront, Santa Barbara Glass Change Order #03, encompasses one item and results in a contract addition of $73,200.
- Contract Package #130, Electrical, AC Electric Change Order #07, encompasses one item and results in a contract addition of $12,801.

FISCAL IMPLICATIONS:
The University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders in the amount of $33,588 are included in the FY09/10 Tentative Budget.

RECOMMENDATIONS:
Move approval of change orders for the University Center Construction Project as noted above.

Submitted by: James C. Schrage  Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Vice President, Facilities Planning, Chancellor
Operations and Construction

Recommended by:
University Center Project
Change Order Recap

**Issue date: 8/11/09**
Contractor: CA Rasmussen
Change Order #: 101-003

Item # 1 COR 101-004  
Background: Shoring at north retaining wall was not required due to revised grading in the area. Provide credit for this shoring wall.  
Reason for Change: Value Engineering  
Requested by: Lundgren Management  
Cost: $(34,750.00)

Item # 2 COR  
Background: Credit to reimburse cost to Nevell Group BP #112 to repair exterior stucco where damaged by Rasmussen during construction  
Reason for Change: Contractor backcharge  
Requested by: Lundgren Management  
Cost: $(430.00)

**Issue date: 8/11/09**
Contractor: Best Contracting Services  
Change Order #: 104-002

Item # 1 COR 104-003  
Background: Change waterproofing system at 3rd floor roof deck due to switch from floating paver system to tile. This item has been backcharged to BP#105 Bickerton Ironworks  
Reason for Change: Contractor Backcharge  
Requested by: Lundgren  
Cost: $15,414.75

Item # 2 COR 104-004  
Background: Shoring at north retaining wall was not required due to revised grading in the area. Provide credit for waterproofing at the shoring wall.  
Reason for Change: Value Engineering  
Requested by: Lundgren Management  
Cost: $(3,539.56)
**Issue date: 7/2/09**
Contractor: Bickerton Ironworks
Change Order #: 105-007
Item # 1 COR 105-013
Background: Credit to backcharge for costs incurred due to changes in the 3rd floor roof deck due to incorrect steel elevation as placed by Bickerton Ironworks. Covers backcharges to Best Contracting and Premiere Tile.
Reason for Change: Contractor backcharge
Requested by: Lundgren Management
Cost: $(22,652.75)

**Issue date: 8/5/09**
Contractor: Bickerton Ironworks
Change Order #: 105-008
Item # 1 COR 105-014
Background: Credit to cover the cost of repairs to repairing fireproofing where removed by Bickerton to perform work done after fireproofing was complete. This covers cost of repair by Nevell Group BP#112
Reason for Change: Contractor backcharge
Requested by: Lundgren Management
Cost: $(6,455.00)

**Issue date: 8/12/09**
Contractor: Santa Barbara Glass
Change Order #: 120-003
Item # 1 COR 120-003
Background: Includes all glass and glazing for Tenant Improvements on the 2nd and 3rd floors
Reason for Change: Requested by Owner
Cost: $73,200.00

**Issue date: 8/12/09**
Contractor: AC Electric Co.
Change Order #: 130-007
Item # 1 COR 130-025
Background: Install conduit, wiring and 7 pendant/wall sconce fixtures at lobbies 207 & 313 after walls were already completed.
Reason for Change: Requested by Owner
Cost: $12,801.00
AGENDA CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Modernization Project: Parking Improvements at the Valencia Campus

ACTION/CONSENT

BACKGROUND / ANALYSIS:
The District would like to enter into a contract with R.C. Becker (Santa Clarita, CA) in the amount of $39,850 for parking improvements in Lots 13, 14 and 15. Copies of the contract have been distributed under separate cover and are available upon request.

The District used the informal bidding guidelines of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for projects $125,000 or less in obtaining bids.

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this contract in the amount of $39,850 are included in the FY09/10 Tentative Budget.

RECOMMENDATIONS:
Move approval of Modernization Project: Parking Improvements at the Valencia Campus as noted above.

Submitted by: James C. Schrage
Vice President, Facilities Planning, Operations and Construction

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Chancellor

Recommended by: James C. Schrage
THIS AGREEMENT is hereby entered into this ___ day of ____________, 2009, in the City of Santa Clarita, County of Los Angeles, by and between the Santa Clarita Community College District, a State of California community college district hereinafter referred to as “District” located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, and R.C. Becker & Son, hereinafter referred to as “Contractor” located at 28355 Kelly Johnson Parkway, Santa Clarita, CA 91355.

The Contractor shall furnish and provide all necessary tools, equipment, apparatus, facilities, transportation, labor and materials to complete all of the Project Work required in connection with the Project Work improvement commonly referred to as College of the Canyons Parking Lot Modernization Project, Lots 13, 14 and 15 Project.

The service shall be performed in a high quality, Project Workmanlike manner at such times and places as directed by and subject to the approval of the authorized District representative.

Compensation and Invoicing. District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-Nine Thousand Eight Hundred Fifty Dollars ($39,850). District shall pay Contractor after District’s Board of Trustee approval, completion of services by Contractor, and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during the prior month and shall include the invoice date, dates of service and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a net 30-day basis for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

Change Orders. The District, at any time, by written order, make changes within the general scope of the Project Work or issue additional instructions, require additional Project Work or delete Project Work. If the District approves of a change, a written Change Order prepared by the District shall be forwarded to the Contractor describing the change and setting forth the adjustment to the Contract Cost and Contract Time, if applicable. Changes shall be billed as a part of normal invoicing submissions.

Subcontractors. Subcontractors, if any, engaged by the Contractor for the Project Work shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Project Workers’ Compensation and general liability insurance.
Performance Bond and Labor & Material Payment Bond (project $25,000 and over). Prior to commencement of the Project Work, the Contractor shall furnish a Performance Bond as security for Contractor’s faithful performance of this Agreement, and a Labor & Material Payment Bond as security for payment of persons or entities performing Project Work, labor or furnishing materials in connection with Contractor’s performance of the Project Work. The amounts of the bonds required hereunder shall be one hundred percent (100%) of the Contract Price. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor & Material Payment Bond in strict conformity with this Agreement is the Contractor’s default of a material obligation hereunder. The Surety on any bond required under the Agreement shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedures §995.120.

Time. Time is of the essence in this Agreement.

District’s Right to Stop Project Work. The District may, by written order, direct the Contractor to stop the Project Work, or any portion thereof, until the cause for such stop Project Work order has been eliminated if the Contractor fails to correct Project Work which is not in conformity and in accordance with the requirements of this Agreement, or otherwise fails to carry out the Project Work in conformity and accordance with this Agreement. The District’s exercise of such right to stop the Project Work shall not waive or limit any other right or remedy of the District under the law.

Termination. The District may terminate this Agreement upon ten days’ written notice without cause and the Contractor shall be entitled to compensation based on the services completed to the satisfaction of the District. The District may terminate immediately upon default and may withhold from payments due Contractor on this or any other Agreement the amount necessary to complete the contracted Project Work.

District’s Right to Suspend Project Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing to suspend, delay or interrupt the Project Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Project Work suspended by the District in accordance with the District’s directive, whether issued at the time of directive suspending the Project Work or subsequent thereto.

Insurance Requirements for Contractors. Contractor agrees to maintain, in full force and effect, at Contractor’s expense, the following insurance coverages with limits of not less than those designated below:

- Project Workers Compensation Insurance In accordance with applicable law
- Employers Liability Insurance $1,000,000 (One Million Dollars)
- Commercial General Liability Insurance $1,000,000 (One Million Dollars)
  (including coverage for bodily injury, death, property damage and motor vehicle liability)
  Per Occurrence $1,000,000
  Aggregate $2,000,000

Insurance Requirements for Subcontractors. Minimum coverage amounts for each policy of insurance to be obtained and maintained by each subcontractor to the Contractor as shall be as follows:
• Project Workers Compensation Insurance  In accordance with applicable law (California Labor Code §3700)
• Employers Liability Insurance  $1,000,000 (One Million Dollars)
• Commercial General Liability Insurance  $1,000,000 (One Million Dollars)
  (including coverage for bodily injury, death, property damage and motor vehicle liability)
  Per Occurrence  $1,000,000
  Aggregate  $2,000,000

Drug-Free Project Workplace. The Contractor agrees and acknowledges that they are aware of the provisions of California Government Code §8350 et seq., the Drug Free Project Workplace Act of 1990, and will adhere to, fulfill, satisfy and discharge all provisions of and obligations under this Act.

Indemnification: Contractor agrees to hold harmless and indemnify District, governing board, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or non-performance occurred at the direction of or was caused by District. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties and extra-contractual liability.

Policies & Procedures and Rules and Regulations. Contractor will comply with District policies, procedures, rules and regulations and applicable laws.

Labor Code. Contractor shall comply with the applicable provisions of the California Labor Code §1770 including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the District’s Facilities Office. If applicable statues require payment of Prevailing Wages, Contractor shall maintain for audit by the District, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made and employee signatures. Copies of these records shall be furnished to the District upon request.

Licenses. Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor’s State License Board, P.O. Box 2600, Sacramento, CA  95826.

Clean-Up. The premises shall be kept clean and orderly at all times.

Contractor Supervision. Contractor shall provide competent supervision of personnel employed on the job, use safe, high quality equipment, and consistently deliver quality Project Workmanship.

Safety. The Contractor shall comply with all applicable laws, rules and regulations pertaining to safety at the site and in connection with the Project Work. The Contractor shall implement reasonable safety measures for the safety of and provide protection from damage, loss or injury to persons at or about the site, the Project Work and materials/equipment to be incorporated therein,
whether in place or in progress and whether at or off the site and other property. If required by the District, the Contractor shall designate a supervisory employee to serve as the Safety Coordinator for the Project Work and who shall be responsible for oversight of the Contractor’s obligations hereunder.

**Compliance with Applicable Laws.** The services completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**Inspection of Project Work.** District representatives shall at all times have access to Project Work areas, whether it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**Documents.** Parties hereunto subscribe to this Agreement, including all Agreement documents described below:

___ Scope of Project Work/Proposal (if not described above, document is attached hereto and made a part hereof).
___ Specifications (if not described above, document is attached hereto and made a part hereof.)
___ Other: ___________________________________________________________________

**Authority to Execute.** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**  
Santa Clarita Community College District, a California Community college district  

By: _____________________________  
Title: ____________________________

**CONTRACTOR**  
R.C. Becker Son, Inc.  

By: _______________________________  
Title: _______________________________
AGENDA CATEGORY     HUMAN RESOURCES

ITEM/TITLE     Approval of Personnel Schedule PERS 2009/2010-3

ACTION/CONSENT

BACKGROUND / ANALYSIS:

Please see the attached.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATIONS:


Submitted by:
Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Diane Fiero
Asst. Supt/VP, Human Resources
A. ACADEMIC PERSONNEL

1. **End of Service**
   No business.

2. **Employment – Regular**
   No business.

3. **Employment, Temporary Hourly as Needed**
   These instructors are being hired for the specified session. Other individuals have been approved on prior agendas while other adjunct faculty will be presented as the need arises.

   **Adjunct Instructors: Fall 2009 (08/24/09 – 12/12/09)**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson</td>
<td>Dennis</td>
<td>Chemistry</td>
</tr>
<tr>
<td>Bhumralkar</td>
<td>Dilip</td>
<td>Chemistry</td>
</tr>
<tr>
<td>Tucker</td>
<td>Edwin</td>
<td>German language</td>
</tr>
</tbody>
</table>

   *Additional names of adjuncts and noncredit instructors may be presented to the Board.*

4. **Authorization to Employ – Full-Time**
   No business.

5. **Authorization to Employ – Other**
   No business.

6. **Other**
   a. **Approval of Independent Contractor Payment for Services Rendered:**
      No business.
   b. **Approval of Contracts:**
      No business.
   c. **Approval of Guest Lecturers:**
      No business.
   d. **Approval for Payment of Supplementary Services in Addition to Regular Services for Part-time Faculty:**
      No business.
e. Other:

Bruce Pelkey, Director, International Students Program, administrative reassignment to Educational Administrator effective date pending. Removal from bargaining unit.
B. **CLASSIFIED PERSONNEL**

1. **End of Service**
   
   No business.

2. **Employment – Regular**

   Custodian II (Graveyard Shift), salaries and start dates pending. (Two positions: #653000-CD11 and #653000-CD17)

3. **Employment – Adult Hourly**

   The following employees will not be allowed to **meet or exceed** 1000 hours and/or 180 days per academic year.

   a. **Substitute.**

      No business.

   b. **Temporary.**

      From time to time the District experiences a need to employ substitute and short-term/adult hourly employees. These individuals are employed and paid for less than 75 percent of a college year and are not part of the classified service. These individuals should be distinguished from students employed part-time, in any college work-study program, or in a work experience education program.

      At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:

      - replacement for an employee on leave (substitute);
      - working during a period of high student demand;
      - working on a special project of a short-term nature;
      - is in a position that enhances services to students;
      - is doing academic tutoring associated with the academic cycle; and
      - is in a seasonal position (for example a part-time coach).

      Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.
Adult Hourly V - $10.50 per hour  
Provides general assistance in an office, department or classroom. Has basic and practical knowledge, skills, training and/or experience. May require use of computer programs and/or software. Supervisor will provide minimal training. Performs manual and clerical tasks and duties with a small degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bakshi, Jessica</td>
<td>TLC Lab</td>
<td>8/27/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Burman, Soffia</td>
<td>ECE</td>
<td>8/17/09</td>
<td>6/11/10</td>
<td>Direct Service to Children</td>
</tr>
<tr>
<td>Calvo, Michael J.</td>
<td>TLC Lab</td>
<td>8/27/09</td>
<td>6/25/10</td>
<td>Tutor</td>
</tr>
<tr>
<td>Chemmo, Hayat</td>
<td>ECE</td>
<td>8/17/09</td>
<td>6/11/10</td>
<td>Direct Service to Children</td>
</tr>
<tr>
<td>Danforth, Susana</td>
<td>ECE</td>
<td>8/27/09</td>
<td>6/25/10</td>
<td>Direct Service to Children</td>
</tr>
<tr>
<td>Goncalves, Shirley</td>
<td>ECE</td>
<td>8/17/09</td>
<td>6/11/10</td>
<td>Direct Service to Children</td>
</tr>
<tr>
<td>Mikhaeilpoor, Lorik</td>
<td>ECE</td>
<td>8/17/09</td>
<td>6/11/10</td>
<td>Direct Service to Children</td>
</tr>
<tr>
<td>Pitts, Katie</td>
<td>ECE</td>
<td>8/17/09</td>
<td>6/11/10</td>
<td>Direct Service to Children</td>
</tr>
</tbody>
</table>

Adult Hourly VI - $12.00 per hour  
Provides general assistance in an office, department or classroom. Has working knowledge, skills, training, and/or experience. Requires use of computer programs and/or software. Performs assigned tasks and duties with small degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smalley, Bernadine</td>
<td>Non-Credit</td>
<td>8/27/09</td>
<td>6/25/10</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

Adult Hourly VIII - $15.00 per hour  
Provides general and specialized assistance in an office, department or classroom. Has specialized skills or expertise that do not require specialized training. Performs general and specialized tasks and duties that have a greater degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bholat, Wahida</td>
<td>ECE</td>
<td>8/17/09</td>
<td>6/11/10</td>
<td>Direct Service to Children</td>
</tr>
</tbody>
</table>

Adult Hourly IX - $16.75 per hour  
Provides specialized assistance in an office, department or classroom. Has specialized skills that require specialized training, primarily at the college level. Performs specialized tasks and duties that have a high degree of difficulty under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilson, Andy W.</td>
<td>PE/Athletics</td>
<td>8/27/09</td>
<td>6/25/10</td>
<td>Seasonal</td>
</tr>
</tbody>
</table>

Adult Hourly XVI - $37.00 per hour  
Provides professional and specialized work in an office, department or classroom. Requires certification and skills at the highest level of the profession. Provides lead and assistance to others who are less skilled in the work. Performs work with the highest degree of difficulty that require professional expertise or skills.
### Classified Personnel

#### Schedule Pers 2009/2010-03

**August 26, 2009**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kazanchyan, Gevork</td>
<td>Community Edu.</td>
<td>9/19/09</td>
<td>6/25/10</td>
<td>Project</td>
</tr>
</tbody>
</table>

#### End Date Revision

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original End Date</th>
<th>Revised End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dettman, Beth</td>
<td>Student Services</td>
<td>6/25/09</td>
<td>6/30/09</td>
</tr>
</tbody>
</table>

4. **Authorization to Employ – Full-Time**

   Groundskeeper II, new district funded position. PP

   Maintenance Worker III, new district funded position. PP

   Custodian II (Day), new district funded position PP

   Custodian II (Graveyard), new district funded positions PP

   Custodian II (Graveyard), new district funded positions PP

5. **Authorization to Employ – Part-Time**

   No business.

6. **Other**

   a. Approval of payment to Community Services providers:
      (Fully self-supporting operation)
      No business.

   b. College Assistants (Student Workers):
      
      **District Funded**
      No business.

      **Funded from Supplementary Sources**
      No business.

   c. Approval of Contracts:
      No business.

   d. Approval for Payment of Supplementary Services in Addition to Regular Services:
No business.

e. Approval of Independent Contractor Payment for Services Rendered:
   No business.

f. Information:
   No business.

g. Volunteers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohen, Cynthia</td>
<td>Library</td>
</tr>
</tbody>
</table>

h. Other:
   Willis “Bill” Jarome, Custodian II (Graveyard), temporary out of PP class assignment due to vacation of Custodial Coordinator. From Classified Represented Salary Schedule B, Range 15, Step 8 ($4,611.20/month) to Range 29, Step 6 ($4,995.00/month). Effective July 17, 2009 through July 24, 2009.
C. **MANAGEMENT**

1. **End of Service**
   No business.

2. **Employment – Regular**
   No business.

3. **Employment – Hourly**
   No business.

4. **Authorization to Employ – Full-Time**
   No business.

5. **Authorization to Employ – Part-Time**
   No business.

6. **Other**

   Monica Marshall, Assistant Director, Center for Early Childhood Education Laboratory Preschool Program, payment for additional services rendered at the CPR/First Aid Training Workshop for the TEACH Program / Summer 2009 Institute, on July 11, 2009, in the amount of $500.00.

   Bruce Pelkey, Director, International Student Programs, reassignment from Full-time Faculty Director to Educational Administrator effective date pending. This is a classification change only. There is no change to title or salary.

**Administrative Responsibility**

BS  Business Services  
IS  Instructional Services  
PP  Plant and Property  
SS  Student Services  
O  Other
AGENDA
CATEGORY: INSTRUCTIONAL SERVICES

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BACKGROUND / ANALYSIS:
The College of the Canyons’ Center for Applied Competitive Technologies (CACT) will contract with El Proyecto del Barrio and provide training support for basic skills and job readiness in computer labs until the end of the fiscal year. In addition to basic job readiness, tutoring will consist of basic skills improvement in English and Math and basic office software skills. This training is a contract education offering and the total contract is $125,000.

Our relationship with El Proyecto del Barrio has grown over the past five years, particularly in the area of manufacturing boot camps for at-risk youth. This latest contract is an extension of that relationship. College of the Canyons CACT has submitted additional intensive training programs to the Workforce Investment system for approval. Students who complete this training may participate in those programs once they are approved.

Copies of the agreement are available from the Chancellor’s Office upon request.

FISCAL IMPLICATIONS:
The contract with El Proyecto del Barrio, City of Los Angeles OneSource will reimburse College of the Canyons $125,000 for training services provided. There is no impact to the District General Fund.

RECOMMENDATIONS:
Move approval of Agreement between the Santa Clarita Community College District (CACT) and El Proyecto del Barrio, City of Los Angeles OneSource.

Submitted by: Dr. Bruce Getzan
Dean, Economic Development

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Dr. Dena Maloney
Founding Dean, Canyon Country Campus
PROFESSIONAL SERVICES SUBCONTRACT AGREEMENT FOR 
WORKFORCE INVESTMENT ACT 

BETWEEN 
THE LEAD AGENCY EL PROYECTO DEL BARRIO, INC. 
AND 
SANTA CLARITA COMMUNITY COLLEGE DISTRICT 

CONTRACTOR: SANTA CLARITA COMMUNITY COLLEGE DISTRICT 

WIA /ONE SOURCE CONTRACT AGREEMENT: Program Year July 1, 2009 – June 30, 2010 

SERVICE AREA: NORTH VALLEY AND SOUTH VALLEY
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  Execution (Signature) Page

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Exhibit B Certification Regarding Lobbying

Exhibit C Certification Regarding Compliance With The Americans With Disabilities Act

Exhibit D Certification Regarding A Drug-Free Workplace Act Requirement

Exhibit E Participant Complaint Resolution Procedure
PROFESSIONAL SERVICES SUBCONTRACT AGREEMENT
FOR WORKFORCE INVESTMENT ACT
BETWEEN
EL PROYECTO DEL BARRIO, INC.
AND
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

This Professional Services Subcontract Agreement for Workforce Investment Act ("Agreement") is made and entered into on September 1, 2009 ("Effective Date") by and between El Proyecto del Barrio, Inc., a California non-profit corporation ("El Proyecto"), and the Santa Clarita Community College District, a California community college district and political subdivision of the State of California ("Contractor"). El Proyecto and Contractor are sometimes referred to as a "Party" and collectively as the "Parties."

WITNESSETH

A. WHEREAS, the City of Los Angeles ("City") is designated by the State of California ("State") as a local workforce investment area and sets policy, manages, and oversees funds and programs under the federal Workforce Investment Act ("WIA"). Funds from the WIA are provided to the State, which in turn provides them to the City to implement educational and training programs, including the Youth Opportunity Program.

B. WHEREAS, the City has contracted with El Proyecto to provide youth services at the Training Facilities, as this term is defined in Section 203 below, for the City’s OneSource Youth Opportunity System ("City Program") using Youth Opportunity Grant money under the WIA.

C. WHEREAS, El Proyecto desires to subcontract with Contractor for, and Contractor desires to provide, the services set forth in this Agreement.

D. WHEREAS, the Parties desire by this Agreement to set forth the terms and conditions upon which Contractor will provide the services required under this Agreement and El Proyecto will compensate Contractor for such services.

NOW, THEREFORE, El Proyecto and the Contractor, in consideration of the premises and mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, agree as follows:
I. INTRODUCTION

§ 101. Parties to the Agreement

The Parties to this Agreement are:

A. El Proyecto del Barrio, Inc., a California non-profit corporation, having its principal office at 8902 Woodman Avenue, Arleta, California 91331.

B. The Contractor, Santa Clarita Community College District, a California community college district and political subdivision of the State of California, having its principal office at 26455 Rockwell Canyon Road, Santa Clarita, California 91355.

§ 102. Representatives of the Parties and Service of Notices

A. The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given on behalf of the Parties (“Representatives”) are as follows:

El Proyecto:

El Proyecto del Barrio, Inc.
Corinne Sanchez, President/CEO
8902 Woodman Avenue
Arleta, California 91331

With copy to:

Jennifer Rodriguez, Executive Vice President
Mary Hernandez, Contract Administrator
Haimanot Fekadu, WIA Youth Administrator
El Proyecto del Barrio, Inc.
9030 Laurel Canyon Boulevard
Sun Valley, California 91352

Contractor:

Sharlene Coleal
Assistant Superintendent/V.P. Business Services
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

With copy to:
Contractor Representatives:

Keith Rypka, Director, Center for Applied Competitive Technologies
Kristin Houser, Director, Employment Training Institute
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

B. Formal notices, demands and communications to be given under this Agreement by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated by a Party to receive the notices, demands or communications or the address of such person changes, written notice shall be given by the affected Party, in accord with this section, within five working days of the change.

§ 103. Independent Contractor

A. Contractor is acting under this Agreement as an independent contractor and not as an agent or employee of El Proyecto. No employee or independent contractor of the Contractor has been, is, or shall be an employee of El Proyecto by virtue of this Agreement, and the Contractor shall so inform each employee organization, each employee, and independent contractor who is hired or retained by Contractor to perform any services required under this Agreement. Contractor shall not represent or otherwise hold itself or any of its officers, partners, employees, or agents to be an agent or employee of El Proyecto.

B. Contractor agrees to collaborate with El Proyecto regarding all matters concerning the Training and this Agreement.

II. TERM AND SERVICES TO BE PROVIDED

§ 201. Time of Performance

The term of this Agreement shall commence on September 1, 2009 and end June 30, 2010 (“Term”), unless this Agreement is terminated during the Term as provided in this Agreement.

§ 202. Services to be Provided by the Contractor:

A. Contractor will provide Job Readiness Skills Training for participants who are qualified to attend the Training under the WIA and WIA Regulations, whose qualification shall be determined by El Proyecto (“Participants”) at El Proyecto’s North Valley and South Valley facilities (“Training Facilities”). The services that Contractor will provide at the Training Facilities to Participants relating to the Job
Readiness Skills Training include (collectively “Training”):

1. Provide assessment for both math and reading grade level;
2. Provide work readiness training;
3. Provide GED online instruction guidance and tutoring in lab;
4. Provide labor market information from O*Net;
5. Provide computer skills training in MS Word, MS Excel, MS PowerPoint, and MS Paint;
6. Provide online class training from a selection of ed2go.com classes (up to 200 licenses);
7. Provide post secondary opportunities by assisting with applications for student aid and local community college class registration activities (Contractor shall provide tutoring only for Participants who attend Training conducted by Contractor);
8. Assist in identification of occupational skills training (I-Train, Community Colleges, etc);
9. Pre- and post-assessment for all on-site curriculum; and
10. Provide additional assistance as needed by the Participants in the Training.

B. The Training will be provided by Contractor’s employees or by independent contractors retained by Contractor who have knowledge in the subject being taught in the Training.

C. Contractor will designate a representative who will be responsible for ongoing communications with El Proyecto during the Term of this Agreement regarding Participant progress in the Training (“Contractor Representative”).

D. Contractor will maintain Participant files and data in accordance with this Agreement, and fiscal and program monitoring requirements, including providing to El Proyecto monthly attendance and progress reports regarding the Participants in the Training.

E. Within five business days of the occurrence of substantial problems (as determined by Contractor) with a Participant, Contractor will notify El Proyecto of such substantial problems and document the action taken by Contractor to resolve the problems. Contractor will maintain such documents in the Participant’s file.

F. Within five business days of the last day that a Participant is absent for at least five days from the Training, Contractor will report such absences to El Proyecto.

G. Contractor agrees payments for the Training will be based on the compensation delineated in Section 301.

§ 203. Location of Training Facilities

A. El Proyecto’s North Valley facility (“North Valley”) at which Contractor will conduct the Training is located at:
Youth Opportunities Program  
9024 Laurel Canyon Boulevard  
Sun Valley, California

B. El Proyecto’s South Valley facility (“South Valley”) at which Contractor will conduct the Training is located at:

Youth Opportunities Program  
20800 Sherman Way  
Canoga Park, California

§ 204. Equipment and Supplies

A. The following equipment and materials, including any connection services and required utilities, will be provided at the Training Facilities to Contractor by El Proyecto, at no costs to Contractor and for Contractor’s use in connection with the Training (collectively “El Proyecto Materials”):

1. Fax machine;
2. Copy machine;
3. Telephone;
4. Computer lab equipment with functioning computers and all suitable software adequate to provide specific training;
5. Dry ease board (preferably) or chalkboard;
6. Overhead projector; and
7. Necessary office supplies (i.e. paper, pencils, pens, paperclips etc).

B. The following equipment and materials will be provided by Contractor under this Agreement in performing the Training (collectively “Contractor Materials”):

1. All handouts and workbooks required for Participants in the Training; and
2. All form and documents required by Contractor to properly maintain Participant files and correspondence regarding the Training.

III. PAYMENT

§ 301. Compensation

A. El Proyecto shall pay the Contractor a total amount not to exceed One Hundred Twenty Five Thousand Dollars ($125,000) (“Contract Amount”) during the Term of this Agreement as the total compensation for Contractor’s services to be
performed under this Agreement. Costs shall be for direct training, coordination and administration.

B. The Contract Amount shall be allocated for Training at the Training Facilities as follows:

<table>
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<th>TITLE</th>
<th>ALLOCATED FUNDS</th>
<th>COST CATEGORY ALLOCATION</th>
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<tbody>
<tr>
<td>South Valley</td>
<td>$58,333.00</td>
<td>TBD</td>
</tr>
<tr>
<td>North Valley</td>
<td>$66,667.00</td>
<td>TBD</td>
</tr>
<tr>
<td>TOTAL NOT TO EXCEED</td>
<td>$125,000.00</td>
<td>TBD</td>
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</table>

C. El Proyecto’s commitment under this Agreement to Contractor is for compensation not to exceed the Contract Amount delineated in 301B, and El Proyecto makes no commitments to fund this Agreement beyond the Contract Amount.

§ 302. Method of Payment

A. On a monthly basis, starting 30 days from the Effective Date of this Agreement Contractor shall submit to El Proyecto (1) attendance progress reports signed by each Participant, and documentation of the attendance and progress of each Participant; (2) an invoice describing the services that Contractor provided under this Agreement during the prior 30 days.

B. Within 30 days of receipt of Contractor’s invoice and cost documentation, El Proyecto shall pay to Contractor the amount stated in the invoice plus any costs that Contractor may have incurred in rendering services under this Agreement. If El Proyecto disputes any portion of Contractor’s invoice or cost documentation, El Proyecto shall notify Contractor in writing of the dispute, including the amount that El Proyecto is disputing and the basis for the dispute within 10 days of El Proyecto’s receipt of Contractor’s invoice and cost documentation. The Parties shall negotiate in good faith to resolve any such disputes.
IV.
STANDARD PROVISIONS

§ 401. Construction of Provisions and Titles Herein

All titles, subtitles, and headings in this Agreement are for the Parties’ convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against El Proyecto or the Contractor. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

§ 402. Applicable Law, Interpretation, and Enforcement

Each Party’s performance under this Agreement shall comply with all laws of the United States of America, the State of California, and the City that apply to the Training and this Agreement. This Agreement shall be enforced and interpreted under the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity by Contractor.

If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected. The remaining provisions shall be construed to preserve the Parties’ intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits under this Agreement.

§ 403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties, constitutes the entire agreement and understanding between the Parties, and replaces any and all previous agreements or understandings between the Parties as to the subjects of this Agreement, whether written or oral. This Agreement may be amended only as provided in Section 505.

§ 404. Excusable Delays

If a Party’s performance of this Agreement shall be prevented, delayed, or suspended because of circumstances beyond that Party’s reasonable control and without the fault or negligence of that Party, no Party shall be liable for any such prevention, delay, or suspension of performance of this Agreement. Circumstances deemed to be beyond the Parties’ control shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local
government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent these circumstances are not caused by a Party’s fault, or willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control (collectively “Excusable Delays”).

§ 405. Breach

Except for Excusable Delays, if a Party materially breaches any promise, covenant, or agreement in this Agreement, or if any representation made by a Party in this Agreement is untrue in any material respect as of the date the Party made the representation, the aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided to each Party under this Agreement.

§ 406. Prohibition Against Assignment or Delegation

With the exception that Contractor may retain employees, independent contractors, and non-employee instructors to perform the Training and services required of Contractor by this Agreement, Contractor shall not:

A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment, nor assign or transfer any interest or obligation in this Agreement (whether by assignments or novation);

B. Delegate, subcontract, or otherwise transfer any of Contractor’s duties under this Agreement; or,

C. Enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from El Proyecto related to this Agreement.

§ 408. Nondiscrimination and Affirmative Action

The Contractor shall comply with nondiscrimination and affirmative action laws of the United States of America, the State of California, and the City that are applicable to the Training and this Agreement. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, or medical condition. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
§ 409. Claims for Labor and Materials

The Contractor shall promptly pay, when due, all amounts payable for labor and materials that Contractor furnishes in performing this Agreement so as to prevent any lien or other claim under any provision of law from arising against any of El Proyecto’s property (including reports, documents, and other tangible matter produced by the Contractor under this Agreement), against the Contractor's rights to payments under this Agreement, or against El Proyecto.

§ 411. Indemnification

A. Indemnity Obligations.

Each Party (“Indemnifying Party”) shall, to the fullest extent permitted by law and in proportion to its respective liability, defend, indemnify, and hold harmless the other Party (“Indemnified Party”) and the Indemnified Party’s governing body, officers, employees, and agents from and against any claims, suits, and liability arising out of any act or omission of, or caused by, the Indemnifying Party and/or the Indemnifying Party’s governing body, officers, employees or agents. It is the express intent of the Parties by the provisions in this Subsection 4.11(A), and the Parties hereby agree, that where the Parties are jointly liable, each Party’s obligation under this subsection to the other Party shall only be in proportion to its liability. Each Party is solely liable for any claims, suits, and liability arising out of the sole act or omission of, or caused solely by, that Party and/or that Party’s governing body, officers, employees, or agents.

B. Notice of Claim.

Where an Indemnifying Party is required by this Agreement to indemnify, defend, or hold harmless an Indemnified Party with respect to any claim by a third party, the Indemnified Party shall give prompt and reasonably detailed written notice of the circumstances to the Indemnifying Party, including, without limitation, the name of the third party and the amount of the third party’s claim. If the amount of the third party’s claim is not yet liquidated or otherwise determinable, the Indemnified Party shall include in the notice to the Indemnifying Party a reasonable, good faith estimate of the amount of the third party’s claim. Any delay by the Indemnified Party in giving notice to the Indemnifying Party as required here shall not relieve the Indemnifying Party of the Indemnified Party’s indemnity, defense, and hold harmless obligations, unless the Indemnified Party’s delay in giving notice results in actual prejudice and then only to the extent of the actual prejudice. The Indemnified Party shall not make any admission or make or accept any offer of settlement or compromise or consent to entry of any judgment (other than a dismissal on the merits with prejudice without costs) or findings of fact without the Indemnifying Party’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.
§ 412. **Insurance**

A. **General Conditions Applicable to Insurance by Contractor.**

During the Term of this Agreement and without limiting Contractor's indemnification obligation under this Agreement to El Proyecto, Contractor shall provide and maintain, at Contractor’s own expense, insurance or self-insurance having limits not less than the amounts and types listed in this Agreement covering Contractor’s operations under this Agreement subject to the following conditions:

1. **Additional Insured/Additional Interest/Loss Payee**

   El Proyecto, and its board of directors, officers, agents, and employees shall be included as an additional insured in Contractor’s general liability policy.

2. **Insurance Approval**

   Contractor shall submit to El Proyecto, for El Proyecto’s approval, written evidence of the insurance required by this Agreement prior to Contractor commencing the Training under this Agreement.

3. **Alternative Programs**

   Alternative risk financing mechanisms, such as risk retention groups, risk purchasing groups, off-shore carriers, and captive insurance programs, are subject to review of their financial statements by El Proyecto before approval can be granted.

4. **Admitted Carrier/Licensed California Broker**

   Insurance required by this Agreement shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed insurance broker or agency.

   Surplus lines coverage must also contain a service of suit provision, whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising under such surplus line coverage will be determined in accordance with the law and practice of such court. The surplus lines coverage must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.
5. **Priority of Coverage**

Contractor's insurance shall not call on El Proyecto’s insurance for contributions with respect to liability that results solely from or are caused solely by Contractor and/or Contractor’s officers, employees, or agents.

6. **Cancellation/Reduction in Coverage Notice**

If an insurance company elects to cancel the required insurance during the Term of this Agreement, declines to renew a required insurance policy, materially reduces the coverage period by changing the retroactive date (if any) or the extended discovery period (if any), reduces the stated limits, or materially reduces the scope of coverage which affects El Proyecto’s interest, the company will provide El Proyecto at least thirty (30) days prior written notice of such election. Notice will be made to El Proyecto and addressed as follows:

El Proyecto del Barrio, Inc.
8902 Woodman Avenue
Arleta, California 91331
Attention: Corinne Sanchez; President/CEO

7. **Acceptable Evidence**

Upon El Proyecto’s request, Contractor shall submit one (1)-certified copy of the required policy or other evidence of such insurance acceptable to El Proyecto.

8. **Separation of Insured’s**

Except with respect to the insurance company's limits of liability, each liability insurance policy shall provide that it applies separately to each insured against whom a claim or suit is brought, and the inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant, if not, so included.

9. **Renewal**

Once El Proyecto has approved the required insurance, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in the foregoing paragraphs 1 through 8, must be submitted by Contractor to El Proyecto.

B. **Aggregate Limits/Reduction in Coverage for Contractor Insurance**

If any of the required insurance overages contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this Agreement, Contractor shall
give El Proyecto prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance, which in Contractor's best judgment may diminish the protection such insurance affords El Proyecto. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

Contractor shall not make any substantial reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period), which may affect El Proyecto’s protection without El Proyecto’s prior written consent, which consent shall not be unreasonably withheld.

C.  Modification of Coverage on Contractor Insurance

El Proyecto reserves the right at any time during the Term of this Agreement to change the amounts and types of insurance required under this Agreement by giving Contractor 90 days advance written notice of such change. If such change should result in additional costs to the Contractor, El Proyecto agrees to pay Contractor additional compensation equal to the additional cost.

D.  Failure to Procure Insurance by Contractor

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by El Proyecto and Contractor. A letter from Contractor’s insurance broker or agent indicating a good faith effort to place the required insurance carriers must document non-availability or non-affordability and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain the required insurance or a self-insurance program during the Term of this Agreement shall constitute a material breach by Contractor of this Agreement. After providing Contractor with advanced written notice of at least 10 business days and following Contractor’s failure, upon expiration of the 10 business days, to procure and maintain the required insurance, El Proyecto may suspend or terminate this Agreement effective the date stated in the notice to Contractor; alternatively, El Proyecto, at El Proyecto’s discretion, may procure or renew such insurance to protect El Proyecto interests, pay any premiums in connection therewith, and recover all monies so paid from Contractor.

E.  Underlying Insurance of Contractor’s Subcontractors

Contractor shall be responsible for requiring such indemnification and insurance as Contractor deems appropriate from Contractor’s consultants, agents and subcontractors, if any, to protect El Proyecto and Contractor from liabilities relating to this Agreement.
F. Worker's Compensation by Contractor

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provision at all such times as it may apply during Contractor’s performance of the work pursuant to this Agreement.

G. Limits of Liability

Contractor shall maintain insurance or self-insurance with limits not less than stated below:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Coverage under this policy shall extend to premises and operations, contractual liability, independent contractors, and products/completed operation. If commercial general liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, combined limits. Coverage under this policy shall extend to owned, non-owned, and hired automobiles.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.


H. Insurance Required of El Proyecto.

1. Required Insurance. El Proyecto shall, at its sole costs and expense, throughout the Term of this Agreement procure, pay for and keep in full force and effect the following insurance

   a) Commercial general liability insurance with limits of not less than $1,000,000 per occurrence for broad form property damage, bodily injury, and personal injury, with a general aggregate of not less than $2,000,000. This insurance shall include blanket contractual liability and products and completed operations coverage of the same limits as the policy limits. This insurance shall be endorsed to include Contractor and its Board of Trustees and members thereof, officers, employees, agents and volunteers as additional insureds.
b) **Automobile liability insurance** covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than $1,000,000.

c) **Workers’ compensation insurance** as required by statutory insurance requirement of the State of California.

d) **Employers liability insurance** with limits of not less than $1,000,000.

2. **Insurer Rating.** The insurance required above shall be provided by insurer(s) that are admitted by the State of California to transact insurance and have an A.M. Best rating of at least A-:VII or higher.

3. **Proof of Insurance.** El Proyecto shall provide proof of the above insurance to Contractor before Contractor commences any Work under this Agreement, including copies of the endorsements required above. El Proyecto shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days before the expiration of such insurance. Upon Contractor’s request, El Proyecto shall provide Contractor with a certified copy of any or all of the above-required insurance or other documentation of proof of the above insurance.

4. **Notice of Cancellation or Coverage Reduction.** The above insurance shall be endorsed to include a written notice to be mailed to Contractor by insurer no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of such insurance.

5. **Deductible or Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by Contractor prior to its application. El Proyecto shall be solely responsible for payment of any deductibles or self-insured retentions for insurance that it is required to procure under this Agreement.

5. **Claims-Made Policies.** If any of the above-required insurance is written on a claims-made basis, El Proyecto shall provide an extended reporting period (i.e., tail coverage) available for Contractor commencing on the termination of this Agreement for the coverage and limits specified in this Agreement and extending for five (5) years from the termination of this Agreement.

6. **Procurement by Contractor.** If El Proyecto fails to provide any of the above-required insurance, Contractor may, but is not obligated to, procure and maintain such insurance. If Contractor elects to procure the above-required insurance, Contractor shall provide El Proyecto with written notice of this election at least 10 business days before Contractor procures the above-required insurance. If after the expiration of the 10 business days, Contractor procures any of the above-required insurance pursuant to this subsection, the cost of such insurance shall be charged to El Proyecto. El Proyecto shall reimburse the cost of such insurance to Contractor no later
than 15 days of the date of the invoice from Contractor. Notwithstanding anything to the contrary, if El Proyecto fails to provide the above-required insurance, Contractor, upon providing El Proyecto with written notice, may terminate this Agreement effective the date stated in the written notice.

§ 413. Conflict of Interest and Nepotism

Except as permitted by State laws, Contractor’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

§ 414. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement shall not be made available to any individual, agency, or organization except as provided for in this Agreement, permitted or required by law, a validly issued subpoena, or a court order.

§ 415. Compliance with Statutes and Regulations

A. Contractor, in the performance of this Agreement, shall comply with statutes, rules, regulations and orders of the United States, the State, and the City to the extent such statutes, rules, regulations and orders apply to Contractor and Contractor’s performance under this Contract, which may include laws and regulations pertaining to labor, wages, hours, and other conditions of employment and the City's anti-discrimination provisions and Affirmative Action Plan, the Workforce Investment Act YOP (WIA/YOP) 29 USC § 1501 et seq. and the Family Economic Security Act (FESA) in the California Unemployment Insurance Code §1500 et seq., and Office of Management and Budget Circulars. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to Contractor and Contractor’s performance of this Agreement.

B. Concurrent with the execution of this Agreement, Contractor shall submit a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion required by Executive Order 12549 in substantially the form attached hereto as Exhibit A.

C. Contractor and its subcontractors are prohibited from using federally appropriated funds to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any federal grant, loan, or cooperative agreement.
At the time of execution of this Agreement, Contractor shall submit to El Proyecto a Certification Regarding Lobbying in substantially the form attached hereto as **Exhibit B**. No payment under this Agreement will be made to Contractor until the Certification is submitted to El Proyecto. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

If required to by federal laws, Contractor shall file a lobbying disclosure form at the end of each calendar quarter, in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any lobbying disclosure form previously filed by Contractor.

**D.** None of the Contract Amount and Contractor Materials provided under this Agreement shall be used by Contractor for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used by Contractor for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds paid to Contractor pursuant to this Agreement shall be used by Contractor for any sectarian purpose or to support or benefit any sectarian activity.

**E.** Contractor shall comply with Executive Order 11246, Entitled Equal Employment Opportunity as amended by Executive Order 11375 and U.S. Department of Labor regulations contained at 41 CFR Part 60. Contractor shall not discriminate in its employment practices against any person on the basis of race, religion, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, sex, age or sexual preference.

**F.** At the time of execution of this Agreement, Contractor shall submit to El Proyecto a Certification Regarding Compliance with the Americans with Disabilities Act, in substantially the form attached hereto as **Exhibit C**.

**G.** At the time of execution of this Agreement, Contractor shall submit to El Proyecto a Certification Regarding Drug-Free Workplace Act Requirements Lobbying, in substantially the form attached hereto as **Exhibit D**.

§ 416. **Federal, State and Local Taxes**

To the extent applicable, federal, state, and local taxes relating to Contractor’s performance of this Agreement shall be Contractor’s responsibility as an independent Contractor.
§ 417. Inventions, Patents and Copyrights

A. Copyright Policy

1. When Contractor or El Proyecto develops copyright material in the course of this Agreement, the Party that developed the work has the right to copyright the material or to permit others to do so. If Contractor develops any copyrighted materials that required are to perform this Agreement or provides to El Proyecto or Participants any copyrighted materials that Contractor developed otherwise, Contractor grants to El Proyecto and the Participants a license to use such materials only during the Term of this Agreement.

2. Pursuant to 29 CFR section 97.34, the U.S. Department of Labor (DOL) reserves a royalty-free, nonexclusive, and irrevocable license during the Term of this Agreement to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
   a. The copyright in any work developed under any Youth Opportunity Grant or contract under such a grant; and
   b. Any copyright to which Contractor purchases ownership with Youth Opportunity Grant.

§ 418. Disputes

A. Contractor shall have protest procedures to handle and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the Contractor before pursuing protest at a higher level.

B. Violations of law will be referred to the DOL Office of the Inspector General and other appropriate local and State authorities having proper jurisdiction.

§ 419. Complaint Resolution Procedures

A. WIA/YOP Complaint Resolution Procedures

1. Contractor shall comply with El Proyecto’s WIA/YOP Complaint Resolution Procedures attached as Exhibit E in the resolution of complaints alleging a violation by Contractor of the WIA, the WIA Regulations, the Youth Opportunity Grant to the City that is used to fund the Training, or this Agreement. Contractor shall forward a copy of all complaints to El Proyecto within 24 hours of receipt by Contractor.
2. Contractor shall provide to each Participant and Contractor’s employee a copy and/or summary of El Proyecto’s WIA/YOP Complaint Resolution Procedures during orientation. Contractor shall maintain in Contractor’s files written documentation that each of Contractor’s employees or other persons retained by Contractor to conduct the Training and each Participant has received information regarding El Proyecto’s WIA/YOP Complaint Resolution Procedures.

B. Contractor shall not discriminate or retaliate against or deny to any person a benefit to which that person is entitled under the provisions of the WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the WIA, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

C. To the extent allowed by law, Contractor shall permit the directorate of Civil Rights (or a representative) reasonable access to Contractor’s premise, Participants, employees, books and papers should the need arise during a complaint investigation.

§ 420. Audits and Record Requirements

A. Contractor shall adhere to the rules and regulations of the Single Audit Act, Public Law 98-502, and the implementing OMB Circulars, and any administrative regulation or field memoranda implementing the Single Audit Act.

B. Records required to be maintained under this Agreement by Contractor shall be maintained in their original form in accordance with the requirements of the WIA Regulations and this Agreement. Such records shall be retained for a period of five years after termination of this Agreement, unless El Proyecto, before the expiration of the five years, provides written notice to Contractor to retain them for a longer period. El Proyecto may, at its discretion and upon at least 15 days written notice to Contractor, take possession of, retain and audit said records.

C. Except as prohibited by applicable laws or a court order, Contractor agrees to provide any reports requested by El Proyecto regarding Contractor’s performances of this Agreement.

D. Except as prohibited by applicable laws or a court order, at any time during Contractor’s normal business hours and upon request of the federal government, El Proyecto, the U.S. Controller General, and/or the Auditor General of the State of California may deem necessary, Contractor shall make available for examination by these agencies Contractor’s records with respect
to all matters covered by this Agreement. El Proyecto, the U.S. Controller General, and the Auditor General of the State of California shall have the authority to audit, examine, and make excerpts or transcripts from Contractor’s records, including Contractor’s invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement.

This right of access to Contractor’s records by El Proyecto, the State of California, the DOL, the Controller General of the United States, or any of their duly authorized representatives, includes review of any books, documents, papers, and records (including computer records) of Contractor, which are directly pertinent to charges to the Youth Opportunity Program, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. Except where prohibited by applicable laws, this right of access to Contractor’s records also includes timely and reasonable access to Contractor’s and its subcontractor’s personnel for interviews and discussions related to such records.

§ 421. Press Releases and Public Announcements

Contractor shall make specific reference to the City as the sponsoring agency, the Private Industry Council of the City (PIC) as the co-sponsor of the Youth Opportunity Program, funds for this Agreement were made available under WIA/Youth Opportunity Program, and that Contractor is an equal opportunity affirmative action employer in all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the Youth Opportunity Program or this Agreement. Contractor shall coordinate any press releases regarding the Youth Opportunity Program or this Agreement with PIC.

§ 422. Subcontractor/Satellite Monitoring

Contractor shall be aware of the following monitoring reviews performed by El Proyecto.

B. El Proyecto shall conduct on-site monitoring of classroom Training.

C. El Proyecto shall develop and implement an ongoing self-evaluation system of Contractor staff and collaborator staff feedback, for continuous improvement of staff needs, center operations, and facility.
§ 501. Defaults

A. Contractor’s Defaults.

1. Default.

Contractor shall be in default of this Agreement if Contractor materially breaches any provisions of this Agreement; provided, however, no default shall be deemed to have occurred unless and until El Proyecto has given Contractor written notice of the material breach, describing the nature of the material breach, the provisions of this Agreement that Contractor materially breached, and Contractor has failed to cure such material breach within 10 business days of Contractor’s receipt of El Proyecto’s notice, unless a longer period is required to cure the material breach in which case El Proyecto shall not unreasonably deny Contractor’s request for an extension of time to cure the material breach.

2. El Proyecto’s Remedies.

Whenever a default by Contractor, as set forth in Section 501(A)(1), occurs, El Proyecto may take any and all actions, at law or in equity, to enforce Contractor’s performance and observance of any obligation, agreement or covenant under this Agreement, and in connection with either, to recover any or all damages to El Proyecto for Contractor’s material breach of this Agreement.

3. No Remedy Exclusive.

No remedy conferred upon or reserved to El Proyecto in this Agreement is exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

B. El Proyecto’s Default.

1. Default.

El Proyecto shall be in default of this Agreement if El Proyecto materially breaches any provisions of this Agreement; provided, however, no default shall be deemed to have occurred unless and until Contractor has given El Proyecto written notice of the material breach, describing the nature of the material breach, the provisions of this Agreement that El Proyecto materially breached, and El Proyecto has failed to cure such material breach within 10
business day of El Proyecto’s receipt of Contractor’s notice, unless a longer period is required to cure the material breach in which case Contractor shall not unreasonably deny El Proyecto’s request for an extension of time to cure the material breach.

2. **Contractor’s Remedies.**

Whenever a default by El Proyecto, as set forth in Section 501(B)(1), occurs, Contractor may take any and all actions, at law or in equity, to enforce El Proyecto’s performance and observance of any obligation, agreement or covenant under this Agreement, and in connection with either, to recover any or all damages to Contractor for El Proyecto’s material breach of this Agreement.

3. **No Remedy Exclusive.**

No remedy conferred upon or reserved to Contractor in this Agreement is exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

§ 502. **Termination**

A. Either Party may terminate this Agreement upon giving the other Party at least 30 days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. This Agreement may be terminated upon 30 days written notice from El Proyecto to Contractor that El Proyecto’s Youth Opportunity Program contract with the City is terminated, and this Agreement may be assigned to the City as further set forth below, at the direction of the City.

C. Contractor agrees that if El Proyecto’s Youth Opportunity Program contract with the City is terminated, this Agreement shall be assigned to the City, at the City’s sole option.

D. All El Proyecto Materials, and any documents, data, studies, reports, and records that El Proyecto provided to Contractor under this Agreement and that are in Contractor’s possession shall be returned to El Proyecto upon the termination of this Agreement.

E. If Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to El Proyecto copies of all records relating to this Agreement that are in Contractor’s possession.
F. After termination of this Agreement and Contractor’s performance of the requirements in D above, El Proyecto shall pay to Contractor, within 30 days of an invoice from Contractor, all portions of the Contract Amount that are due to Contractor plus any costs incurred by Contractor in the performance of this Agreement before the effective date of termination of this Agreement.

G. In the event of a dispute regarding payments of the Contract Amount or costs to Contractor, El Proyecto may withhold only the amount of the payment that El Proyecto in good faith dispute. El Proyecto must release any undisputed payment amount to Contractor and provide Contractor with written notice of the disputed amount and the basis for El Proyecto’s withholding of the disputed amount. Upon final resolution of the dispute, El Proyecto must release the agreed upon payment to Contractor.

H. The foregoing Subsections C, D, E and F shall also apply to completion of the performance of and expiration of the Term of this Agreement.

§ 504. Notices of Suspension or Termination

If this Agreement is suspended or terminated, Contractor shall notify Contractor’s employees and subcontractors within five business days of the suspension or termination. El Proyecto shall be responsible for notifying all Participants and any other third parties to whom notice of suspension or termination of this Agreement are required to be given.

§ 505. Amendments

Any change, amendment, or modification to this Agreement, including changes in the Training to be performed by Contractor, and any increase or decrease in the Contract Amount shall be effective only if set forth in writing and signed by the Parties.

VI. ENTIRE AGREEMENT

§ 601. Complete Agreement

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

§ 602. Counterparts

This Agreement is executed in two duplicate originals, each of which is deemed to be an original.
[SIGNATURES ON SEPARATE PAGE]
IN WITNESS WHEREOF, El Proyecto and Contractor have caused this PROFESSIONAL SERVICES SUBCONTRACT AGREEMENT FOR WORKFORCE INVESTMENT ACT to be executed by their duly authorized representatives.

For: EL PROYECTO DEL BARRIO, INC.

By: _________________________________
Corinne Sanchez

Title: President/CEO

For: SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By: _________________________________
Sharlene Coleal

Title: Assistant Superintendent/V.P. Business Services

Internal Revenue Service ID Number:_______________

Agreement Number: WIA YOP 2009 - 2010
EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

AGREEMENT NUMBER: WIA 2009 - 2010

SANTA CLARITA COMMUNITY COLLEGE DISTRICT, CONTRACTOR

_______________________________________                   __________________________
SHARLENE COLEAL                                                               DATE
ASSISTANT SUPERINTENDENT/VP
BUSINESS SERVICES
EXHIBIT A

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, Contractor is providing the certification as set forth above and below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment of Contractor.

3. Contractor shall provide immediate written notice to El Proyecto if at any time during the Term of this Agreement Contractor learns that Contractor’s certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.


5. Contractor agrees that Contractor shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. Contractor further agrees that Contractor will required all lower tier covered transactions to comply with Executive Order 12549.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment by Contractor of a system of records in order to render in good faith the certification required by this exhibit. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
EXHIBIT B
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of Contractor, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipient shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER: WIA YOP 2008-2009

SANTA CLARITA COMMUNITY COLLEGE DISTRICT, CONTRACTOR

SHARLENE COLEAL
ASSITANT SUPERINTENDENT/
VP BUSINESS SERVICES

DATE
EXHIBIT C

CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies on behalf of Contractor, that to the best of his/her knowledge and belief, that:

1. Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipient shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the Parties entered into this transaction.

AGREEMENT NUMBER: WIA YOP 2008- 2009

SANTA CLARITA COMMUNITY COLLEGE DISTRICT, CONTRACTOR

SHARLENE COLEAL
ASSITANT SUPERINTENDENT/
VP BUSINESS SERVICES

_______________________________________            __________________________
DATE
EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

Contractor certifies that it will provide a drug-free workplace, in accordance with State of California law and EDD Directive No. D97-6 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Contractor’s policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs;
   and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the WIA/YOP program be given a copy of the statement required by paragraph 1. above;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the WIA/YOP program, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later that five days after such conviction;

5. Notifying El Proyecto within ten days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

AGREEMENT NUMBER: WIA YOP 2009 - 2010

SANTA CLARITA COMMUNITY COLLEGE DISTRICT, CONTRACTOR

_______________________________________            ____________________________
SHARLENE COLEAL                                                                     DATE
ASSITANT SUPERINTENDENT/
VP BUSINESS SERVICES
EL PROYECTO’S PARTICIPANT COMPLAINT RESOLUTION PROCEDURES

I. WORKFORCE INVESTMENT ACT (WIA)

General:

In accordance with subpart E (Grievance, Procedures at State ad local level), Section 627.502 et. of Job Training Partnership Act (JTPA/WIA) regulations, dated September 2, 1997, and release as the final Rule, the City/County of Los Angeles, as a Service Delivery Area (SDA) hereby establishes this complaint Resolution Procedure for all FY 1997-2000 Workforce Development Centers, Schools to Career and Kuilick grant lead and collaborator agencies. Complaints file under this procedure include: 1) Allegations of a violation of the Act, regulations, grant or other agreement under the Act; and 2) Complaint filed relating to terms and conditions of JTPA participant employment, such as: dispute wages or hours, working conditions, performance evaluations, and disciplinary actions termination for cause.

B. Procedures:

1. If a WIA participant believes there has been a violation involving the Act, grant or agreement or the terms and conditions of his or her employment (participant only), the individual should immediately bring the matter to the attention of his/her Career Specialist/Career Manager. The intention of the WIA complaint resolution procedures is to resolve the complaint at the most immediate (lowest) level of review possible. For example: If the complaint is against an OJT employer, the agency which is party worksite agreement should first be notified and attempt be made to resolve the complaint; finally, if the complaint is against the lead agency, the lead agency should be the first to attempt to resolve the complaint. **However, whichever level/levels are used that total time allowed for resolution of the complaint before possible appeal for review to the City SDA is 15 days.**

2. All complaints must be in writing before the official complaint resolution process will commence. The complaint must be signed, dated and contain the following information:

   a. The full name, mailing address and telephone number (if any) of the person making the complaint.
   b. The name, address and telephone number of the lead agency, collaborator agency and/or employing agency, as appropriate, if the complainant is a participant.
   c. A Statement of the complaint issue(s).
   d. A clear and concise statement of facts, including pertinent dates constituting the alleged violation(s).
e. Where known, the provisions of the WIA, the WIA regulations, the grant (i.e. the grant between the City SDA and the State) or any other agreements (e.g. On-The-job-Training Worksite Agreements) relating to the WIA program believe to have violated.

f. The remedy to the complaint, which would satisfy the complainant.

3. After the complaint has been accepted in written form, the complainant will be notified to conduct an informal complaint resolution meeting between the parties within 10 days of receipt of the complaint.

4. At which the first level of complaint resolution/review is conducted El Proyecto is responsible for notifying the complainant in writing of the steps it has taken to resolve the complaint [e.g. informal resolution meeting and the outcome of the resolution (i.e. proposed remedy, impasse)].

5. Upon receipt of the Level 1 written review, complainant, if dissatisfied, had three (3) days in which to request a review at Level 2. The request for review should go to the Executive Vice-President of El Proyecto.

   Jennifer Rodriguez  
   Executive Vice-President  
   8902 Woodman Avenue, 3rd Floor  
   Arleta, CA 91331  
   (818) 830-7133

   The complainant should include a copy of:
   • The original complaint letter.
   • Notices of meetings.
   • Review report, which has been generated by the employer in his/her matter.

   The complainant’s request for review should include what issue(s) remain unresolved according to the complaint and what remedy(ies) the complainant has requested. The complaint may not add new issues with the two exceptions of a) respondent(s) failure to respond within the time frames allotted; and b) retaliation against the complainant for having raised the complaint issue(s).

6. El Proyecto has the responsibility to conduct a formal review of what has been done at the OJT level to resolve the complaint. El Proyecto will the file a written report of its finding with the complainants and the respondent(s) in the complainants matter within 15 calendar days of receipt of the complaint in writing.

   If a settlement of the complaint is achieved, El Proyecto will put the terms of the settlement in writing and both El Proyecto and the complainant will sign-off on the agreement. A copy of the agreement will be kept in the participant’s file. A copy of the settlement agreement will be forwarded to the EEO/Compliance Officer at the
Community Development Department. If there is a breach of the level on the question of the breach.

7. If the complainant is dissatisfied with the decision of El Proyecto’s President/CEO, he or she may, within five (5) days of receiving the decision request a review of the decision before an impartial hearing officer at the City SDA level. The request for review must be submitted in writing to:

   Eileen Scally  
   EO Compliance Officer  
   City of Los Angeles  
   Community Development Department  
   1200 West Seventh Street, 4th Floor  
   Los Angeles, CA  90017  
   Phone: (213) 744-7277  
   TTY: (213) 744-7290  
   Fax: (213) 744-7289

III. RESOLUTION OF COMPLAINTS ALLEGING DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, AGE, GENDER, (INCLUDING SEXUAL HARASSMENT, SEXUAL ORIENTATION), RELIGION, DISABILITY, POLITICAL AFFILIATION OR BELIEF, RETALIATION OR CITIZENSHIP, WHERE APPROPRIATE.

A. General

No One participating in the City’s WIA program will be discriminated against because of race, creed, color, national origin, age, sex (including sexual harassment), sexual orientation, disability, citizenship, retaliation or political affiliation or belief. This means:

1. That no benefits or services may be denied on the basis or race, color, national origin, sex, sexual orientation, age, disability, citizenship, political affiliation or belief which you are being registered, interviewed, counseled, or tested; or while you are working or attending classes as part of the program.

2. That you must provide the same opportunities to use all facilities available in the program as any other participant;

3. That fair employment practices will be provided to you with regard to recruitment selection, assignment, transfer, promotion, training compensation, benefits and terminations regardless of race, creed, color, nation origin, sex sexual orientation, age, citizenship, disability or political affiliation or belief.

In addition, sexual harassment is against the law. Acts of sexual harassment are ground for a discrimination complaint based on sex under Title VII of the Civil Rights Act of 1964.
Complaints alleging violation of Section 167 or 29 CFR 34 or the Americans With Disabilities Act of 1990 may file a complaint within 180 days of the alleged violation with the:

Eileen Scally  
EO Compliance Officer  
Community Development Department  
1200 West Seventh Street, 4th floor  
Los Angeles, CA 90017  
(213) 744-7277

Complainants may also file their complaint within 180 days of the alleged violation directly with the Directorate of Civil Rights (DCR), U.S. Department of Labor. If the participant needs assistance in filing the complaint, they may contact the EEO/Compliance Unit, which will provide the proper forms for filing complainants Consent Forms, and the Complaint Information Form DL 1-2.14a which should be completed and mailed directly to:

Directorate of Civil Rights  
U.S. Department of Labor  
200 Constitution N.W., N. 4123  
Washington, D.C. 20210  
(202) 523-6362

IV. REPORTING FRAUD AND WIA PROGRAM ABUSE (C.F.R. 627.500)

Pursuant to Section 627.500 the City/County of Los Angeles SDA must be notified immediately of any discovery of/or proved fraud, program abuse or criminal activities. Types or fraud include, but are not limited to embezzlement, forgery, theft, falsification of records and claims regarding trainees (e.g. knowingly enrolling ineligible participant); misapplication of funds (e.g. unauditable records, unsupported costs inaccurate fiscal and/or program reports and payroll deductions not paid to the Internal Revenue Service of the State of California Franchise Tax Board). Notice of any such discovery should be made within 24 hours to:

Eileen Scally  
EO Compliance Officer  
City of Los Angeles  
Community Development Department  
1200 West Seventh Street, 4th floor  
Los Angeles, CA 90017
Special Investigation Unit (S.I.U.) staff can also be reached by telephone at:

(312) 485-6791

AGREEMENT NUMBER: WIA YOP 2008 – 2009

SANTA CLARITA COMMUNITY COLLEGE DISTRICT, CONTRACTOR

SHARLENE COLEAL
ASSISTANT SUPERINTENDENT/
VP BUSINESS SERVICES

DATE
### BACKGROUND / ANALYSIS:
College of the Canyons is a member of Global Corporate College (GCC), a consortium of community colleges across the country that have joined together to provide high-quality, consistent employee training to organizations desiring the same training for employees across multiple locations around the country. There are a handful of California community colleges that have belonged to this organization for the past several years.

To focus on opportunities specifically in California, a new entity has been recently formed, California Corporate College. College of the Canyons belongs to this group, and this group has now become the one California member of Global Corporate College, representing all California community colleges doing training.

Our Employee Training Institute (ETI) in the Division of Economic Development is participating in a Global Corporate College pilot project for Sam’s Club, training managers in Spanish. There are 3 community colleges in California participating, and 3 in other states. GCC is in competition with Berlitz, and the approach that works the best will be rolled out to all Sam’s Club stores around the country. The GCC approach has been to customize the curriculum, so managers will be receiving 286 hours of conversational Spanish targeted at the functions and vocabulary needed to interact with employees and customers in the store.

Approximately 15 managers are to be trained, by COC/ETI. They will come from Bakersfield, Palmdale, Torrance, Gardena, and Santa Clarita. Training will be delivered at COC, once a week, for 2 hours. All trainers participated in train-the-trainer training, and will have weekly conference calls to ensure that training is being delivered consistently at all sites.

### FISCAL IMPLICATIONS:
We anticipate billing approximately $25,000 for the 286 hours of training, which will begin August 20 and continue into 2010. It is expected that ETI will net approximately $2300.

### RECOMMENDATIONS:
Presented as information only.

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Submitted by: Dr. Bruce Getzan  
Dean, Economic Development  
Recommended by: Dr. Dena Maloney  
Founding Dean, Canyon Country Campus  

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook  
Chancellor
BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially-funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center. The Tenant Improvement Portion of this project consists of configuring the West Wing second and third floor spaces of the Center for use by District Administration departments and Economic Development partners.

The following bid packages were advertised on July 23 and 30, 2009; and a non-mandatory job walk was held July 30, 2009. The bid opening is scheduled for August 10, 2009 at 2:00 p.m. and the bid results will be announced at the August 12, 2009 Board meeting. After review, which included a careful assessment of bid submittals and references, the following are the results including one bid package recommended for rejection and bid packages recommended for award as deemed to be the lowest responsive bidder.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Amount</th>
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<tbody>
<tr>
<td>K&amp;Z Cabinetry</td>
<td>Ontario, CA</td>
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<tr>
<td>Lozano Caseworks, Inc.</td>
<td>Colton, CA</td>
<td>39,900</td>
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FISCAL IMPLICATIONS:
The Dr. Dianne G. Van Hook University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these contracts in the amount of $39,900 are included in the FY09/10 Tentative Budget.

RECOMMENDATIONS:
Move approval to award contracts for the Dr. Dianne G. Van Hook University Center Tenant Improvement Project to be announced at the August 12, 2009 Board Meeting as noted above.
### AGENDA

**CATEGORY** GENERAL  

**ITEM/TITLE** Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items

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<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
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<tr>
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### BACKGROUND / ANALYSIS:

Any relative handouts detailing updates on pending legislation and the state budget will be distributed at the meeting. Relevant comments will be added and input solicited regarding the follow-up the Board members would like to have taken in support of and/or opposition to specific pieces of legislation.

### FISCAL IMPLICATIONS:

N/A

### RECOMMENDATIONS:

Action, if any, to be determined.

Submitted by: Dianne G. Van Hook  

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook  

Chancellor

Recommended by: