



CERRITOS COLLEGE

B O A R D B O O K

JULY 17, 2019



CERRITOS COMMUNITY COLLEGE DISTRICT
AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM
11110 ALONDRA BOULEVARD, NORWALK CA 90650

Teleconference Location: Hyatt Regency Hill Country Resort
9800 Hyatt Resort Drive, San Antonio, TX 78251

Wednesday, July 17, 2019 at 7:00 p.m.

CALL TO ORDER:

Carmen Avalos, Board President

Carmen Avalos, President
Trustee Area 2

Marisa Perez, Vice President
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

James Cody Birkey, Member
Trustee Area 3

Zurich Lewis, Member
Trustee Area 7

Dr. Shin Liu, Member
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

Valery Escobar
Student Trustee

Dr. Jose Fierro
President/Superintendent

Cerritos College Mission

Cerritos College values its diverse student population and is committed to providing these students with high quality, comprehensive instructional programs and support services that improve student success and offer clear pathways to achieve personal, educational, and career goals. In doing so, the college develops in students the knowledge, skills, and values that prepare them to be productive participants in the global community.

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public upon request. All requests for reasonable accommodations to participate in a Board meeting must be made at least three working days (72 hours) in advance of the scheduled meeting date. For assistance, please contact:

President's Office - 11110 Alondra Boulevard - Norwalk, California 90650

(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX

Copies of the agenda materials are available in the President's Office and are available online at

www.cerritos.edu/board

1. Pledge of Allegiance**2. Roll Call*****AGENDA ORGANIZATION***

The Board of Trustees will discuss any changes in the order of agenda items. Per [Board Policy 2340](#), the order of business may be changed by consent of the Board of Trustees.

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

The Board of Trustees welcomes public comment on issues within the jurisdiction of the college. Public comment request cards must be completed and returned to the secretary prior to the start of the meeting. Late arrivals will not be permitted to speak. Comments should be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker.

Note: Members of the board may not discuss or take legal action on matters raised unless the matters are properly noticed for discussion and legal action. Also, be advised that college personnel and processes are available for further communication.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

At this time, a brief report and summary of initiatives will be given by identified constituent group leaders:

- Associated Students of Cerritos College (ASCC) President
- Faculty Senate President
- Cerritos College Faculty Federation (CCFF) President
- California School Employees Association (CSEA) President
- Association of Cerritos College Management Employees (ACCME) President

OPEN SESSION AGENDA**3. Institutional Presentation: Installation of 2019-2020 Student Trustee**

Valery Escobar, Cerritos College student, will be installed as Student Trustee for the 2019-2020 school year.

4. Institutional Presentation: Recognition of Classified Employees of the Month

The Board of Trustees will recognize Carmen Lizarraga, Administrative Clerk III, as recipient of the Classified Employee of the Month Award for July 2019.

5. Institutional Presentation: Recognition of Outstanding Classified and Educational Managers

The Board of Trustees will recognize Mark Logan, Outstanding Classified Manager and Dr. Elizabeth Miller, Outstanding Educational Manager.

CONSENT CALENDAR ITEMS

Agenda Items 6-50 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

6. Provide Compensation to Board Members for Absences from Board Meeting

It is recommended that the Board of Trustees approve the following absences and that the trustees be compensated for their attendance:

Carmen Avalos	June 19	School Business
James Cody Birkey	June 10	Work Conflict
Martha Camacho-Rodriguez	June 5	Family Conflict
Martha Camacho-Rodriguez	June 19	Illness
Shin Liu	June 5	School Business
Marisa Perez	June 5	Illness
Marisa Perez	June 10	Family Conflict
Sandra Salazar	June 5	Illness
Sandra Salazar	June 10	Work Conflict
Valery Escobar	June 5	School Business
Valery Escobar	June 10	School Business
Valery Escobar	June 19	School Business

7. Conference Requests for Travel Outside the United States – Reggio Emilia, Italy

It is recommended that the Board of Trustees approve conference requests for Veronica Hendricks, Marlen Murray, and Guadalupe Roque, full-time teachers at the Child Development Center (CDC), to travel to Reggio Emilia, Italy from November 8, 2019 to November 15, 2019. The Child Development Center Special Initiatives Account, which is revenue from the Child Development Center generated through contract education training, will be used to cover the following costs: Study Group Registration, Lodging, 50% of Airfare, Meals, and taxi/shuttle not to exceed \$3,000.00 per CDC Teacher, for a total of \$9,000.00. Any additional expenses will be covered by the individual participants. There will be no cost to the District general fund.

8. Stipend for Nursing Faculty Member for Work Completed for Major Curriculum Revision Taskforce

It is recommended that the Board of Trustees approve payment of a \$5,000 stipend for faculty member Rachel Natividad to compensate time spent on major curriculum revision and a pilot study completed in academic year 2018-2019. The nursing program applied for a RN Curriculum Revision Mini-Grant for the amount of \$5,000 through Economic and Workforce Development (Butte-Glenn Community College District) to assist with these efforts. The grant was awarded and the contract agreement was signed in September 2018. General funds will not be used.

9. Notice of Completion for Bid No. 16P002, Category 03, Shade Structures

It is recommended that the Board of Trustees approve the Notice of Completion for Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Shade Structures, Category 03 project at Cerritos Community College District as presented. The total final contract amount was \$1,765,940 which was paid by the G.O. Bond.

10. Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 16P006, Category 01), Southern California Grading, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 3 [Owner Added Scope] in the amount of \$17,972.28 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$17,972.28, increasing the contract amount to \$1,166,668.81. Funding will be allocated from the GO Bond.

11. Ratification of Change Order No. 5 [Unforeseen Conditions, Errors/Omissions], (Bid No. 16P006, Category 02), Verne's Plumbing, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 5 [Unforeseen Conditions, Errors/Omissions] in the amount of \$19,028.58 for the Health and Wellness Complex project. The amount from Change Order No. 5 will be \$19,028.58, increasing the contract amount to \$2,142,527.40. Funding will be allocated from the GO Bond.

12. Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 16P006, Category 03), K.A.R. Construction, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 1 [Owner Added Scope] in the amount of \$4,242 for the Health and Wellness Complex project. The amount from Change Order No. 1 will be \$4,242, increasing the contract amount to \$7,928,242. Funding will be allocated from the GO Bond.

13. Ratification of Change Order No. 2 [Owner Added Scope], (Bid No. 16P006, Category 03), K.A.R. Construction, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 2 [Owner Added Scope] in the amount of \$25,825.50 for the Health and Wellness Complex project. The amount from Change Order No. 2 will be \$25,825.50, increasing the contract amount to \$7,954,067.50. Funding will be allocated from the GO Bond.

14. Ratification of Change Order No. 3 [Unforeseen Conditions], (Bid No. 16P006, Category 03), K.A.R. Construction, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 3 [Unforeseen Conditions] in the amount of \$5,789 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$5,789, increasing the contract amount to \$7,959,856.50. Funding will be allocated from the GO Bond.

15. Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 16P006, Category 08), Construction Hardware Co., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 3 [Owner Added Scope] in the amount of \$11,294 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$11,294, increasing the contract amount to \$419,103. Funding will be allocated from the GO Bond.

16. Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 3 [Owner Added Scope] in the amount of \$13,754 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$13,754, increasing the contract amount to \$6,423,391.32. Funding will be allocated from the GO Bond.

17. Ratification of Change Order No. 4 [Errors/Omissions, Owner Added Scope, Unforeseen Conditions, Agency Driven Changes], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 4 [Errors/Omissions, Owner Added Scope, Unforeseen Conditions, Agency Driven Changes] in the amount of \$8,066.28 for the Health and Wellness Complex project. The amount from Change Order No. 4 will be \$8,066.28, increasing the contract amount to \$6,431,457.60. Funding will be allocated from the GO Bond.

18. Ratification of Change Order No. 4 [Errors/Omissions, Owner Added Scope], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 4 [Errors/Omissions, Owner Added Scope] in the amount of \$20,068.60 for the Health and Wellness Complex project. The amount from Change Order No. 4 will be \$20,068.60, increasing the contract amount to \$5,439,541.63. Funding will be allocated from the GO Bond.

19. Ratification of Change Order No. 5 [Deductive Credit], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 5 [Deductive Credit] in the deductive amount of \$4,242 for the Health and Wellness Complex project. The deductive amount from Change Order No. 5 will be \$4,242, decreasing the contract amount to \$5,435,299.63. Funding will be reallocated to the GO Bond.

20. Ratification of Change Order No. 6 [Deductive Credit], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

It is recommended that the Board of Trustees approve Change Order No. 6 [Deductive Credit] in the deductive amount of \$43,797.78 for the Health and Wellness Complex project. The deductive amount from Change Order No. 6 will be \$43,797.78, decreasing the contract amount to \$5,391,501.85. Funding will be reallocated to the GO Bond.

21. Ratification of Change Order No. 3 [Unforeseen Conditions], (Bid No. 16P012, Category 19), Preferred Landscape, Inc., Health and Wellness Complex

It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Conditions] in the amount of \$5,420 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$5,420, increasing the contract amount to \$443,857. Funding will be allocated from the GO Bond.

22. Adoption of Resolution No. 19-0717A To Amend the Agreement with ERP Analysts, Inc. (“ERPA”) as a Sole Source Procurement for Services to Upgrade and Provide Support to Cerritos College’s PeopleSoft Campus Solutions Phase 2 Implementation of Version 9.2

It is recommended that the Board of Trustees approve Resolution No. 19-0717A, authorizing Cerritos College to amend the agreement with ERP Analysts, Inc. (“ERPA”), an Oracle Platinum partner, without formal, public advertising and receiving of bids, to procure services to upgrade and provide support for the College’s PeopleSoft Campus Solutions Phase 2 implementation of Version 9.2. The total sum of the amendment shall be for the not-to-exceed amount of \$223,200, which will bring the total not-to-exceed amount of the contract to \$617,640. Funding for the services for Version 9.2 implementation will be allocated from the Capital Outlay Fund.

23. Ratification of Acceptance of Gifts

It is recommended that the Board of Trustees ratify the acceptance of the gifts on behalf of Cerritos College. There is no cost to Cerritos College for the donated items.

24. Sale of Surplus and Obsolete Materials/Equipment

It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district’s board policy and administrative procedures. Proceeds from the sale of surplus items will be deposited into the General Fund.

25. Purchase Orders for the Month of May 2019

It is recommended that the Board of Trustees approve the purchase orders processed during the month of May 2019. Funding sources vary and are dependent upon the goods/services purchased.

26. Contracts for the Month of May 2019

It is recommended that the Board of Trustees approve the contracts that were processed during the month of May 2019. Funding sources vary and are dependent upon the goods/services purchased.

27. Sub-Contractor Agreement with Calaveras Unified School District on behalf of Calaveras High School for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with Calaveras Unified School District on behalf of Calaveras High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

28. Ratification of the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2019-2020

It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2019-2020. Cerritos College will receive funding in the amount of \$47.98 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$239,131; funding is made possible through the California Department of Education. No District general funds will be used.

29. Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2019-2020

It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2019-2020. Cerritos College will receive funding in the amount of \$48.28 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$998,871; funding is made possible through the California Department of Education. No general funds will be used.

30. Sub-Contractor Agreement with Fresno Unified School District on behalf of Duncan Polytechnical High School for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with Fresno Unified School District on behalf of Duncan Polytechnical High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

31. Sub-Contractor Agreement with Hesperia Unified School District on behalf of Hesperia High School for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with Hesperia Unified School District on behalf of Hesperia High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

32. Sub-Contractor Agreement with Monterey Peninsula Unified School District on behalf of Seaside High School for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with Monterey Peninsula Unified School District on behalf of Seaside High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

33. Sub-Contractor Agreement with Napa Valley Unified School District on behalf of New Tech High School for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with Napa Valley Unified School District on behalf of New Tech High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

34. Sub-Contractor Agreement with Napa Valley Unified School District on behalf of Vintage High School for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with Napa Valley Unified School District on behalf of Vintage High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

35. Ratification of Subgrantee Agreement with Rancho Santiago Community College District for the Industry Sector Project in Common (ISPIC) for Advanced Transportation and Logistics

It is recommended that the Board of Trustees ratify the subgrantee agreement with Rancho Santiago Community College District for the Industry Sector Project in Common (ISPIC) for Advanced Transportation and Logistics. Cerritos College will receive funding in the amount of \$131,000; funding is made possible through Rancho Santiago Community College District’s grant agreement with the California Community Colleges Chancellor’s Office.

36. Sub-Contractor Agreement with San Diego Unified School District on behalf of Kearny High School EID (School of Engineering, Innovation, and Design) for the Clean Fuels Transportation Pilot Career Opportunity Project

It is recommended that the Board of Trustees approve the sub-contractor agreement with San Diego Unified School District on behalf of Kearny High School EID (School of Engineering, Innovation, and Design) as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

37. Ratification of Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for Legal Services

It is recommended that the Board of Trustees ratify the Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Liebert Cassidy Whitmore, a Professional Corporation for a variety of legal services.

38. Ratification of Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services

It is recommended that the Board of Trustees ratify the Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Atkinson, Andelson, Loya, Ruud & Romo for a variety of legal services.

39. Ratification of Master Agreement with Parker & Covert, LLP, a Professional Corporation for Legal Services

It is recommended that the Board of Trustees ratify the Master Agreement with Parker & Covert, LLP, a Professional Corporation for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Parker & Covert, LLP, a Professional Corporation for a variety of legal services.

40. Ratification of Master Agreement with Public Agency Law Group for Legal Services

It is recommended that the Board of Trustees ratify the Master Agreement with Public Agency Law Group for legal services. Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Public Agency Law Group for a variety of legal services.

41. Ratification of the Agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 19-153-001) for Fiscal Year 2019-2020

It is recommended that the Board of Trustees ratify the agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 19-153-001) to assist the Chancellor's Office in Guided Pathways alignment statewide for the Fiscal Year 2019-2020. Cerritos College will receive funding in the amount of \$372,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

42. Ratification of the Amendment to the Agreement with Lakewood Aquatics for the Use of Facilities

It is recommended that the Board of Trustees ratify the amendment to the agreement with Lakewood Aquatics for the Use of Facilities for a one year term. For the contract term, Cerritos College will receive a monthly rent payment of \$1,700 for facility usage.

43. Amendment No. 1 with KNN Public Finance LLC for Municipal Advisory Services

It is recommended that the Board of Trustees approve Amendment No. 1 with KNN Public Finance LLC for municipal advisory services. Funding will be provided from bond proceeds (cost of issuance) based on the type of financing.

44. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending June 30, 2019

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending June 30, 2019. The items are budgeted in the General Fund.

45. Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350. No fiscal impact.

46. Employment of 2019 Summer Session Faculty Personnel

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2019 Summer Session, as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

47. Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 & 2019-2020 Academic Year

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel. No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

48. Changes to the Substitute and/or Short-Term Hourly Salary Schedule

It is recommended that the Board of Trustees approve the revision of the Assistant Coach, Title IX Coordinator I and Title IX Coordinator II job titles. No fiscal impact.

49. New Classified Management Job Classification and Description for Manager, Research and Planning

It is recommended that the Board of Trustees approve the establishment of the Classified Management job classification and description for the Manager, Research and Planning (Grade 28, \$7,938 - \$9,985 per month). The position is to be funded by the General Fund.

50. Adoption of Resolution #071619B to Confirm Facilitation of Facilitation of the Cal OES 2019 Campus Sexual Assault Grant

It is recommended that the Board of Trustees Adopt Resolution #071619B to Confirm Facilitation of Facilitation of the Cal OES 2019 Campus Sexual Assault Grant which runs from January 1, 2019 - December 31, 2019. Cerritos College has received a one-time grant award to be utilized January 1, 2019 through December 31, 2019, for an amount not to exceed \$200,000. The funds are used to implement the grant work plan to support a comprehensive Campus Sexual Assault Program. No district funds will be spent.

INFORMATION ITEMS

Agenda Items 51-52 are presented as an Information Items.

51. Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

The Board of Trustees will review the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations.

52. Information Item: 2019-2020 Budget Planning Timeline

In accordance with BP 6200 Budget Preparation, the Board of Trustees is presented with a schedule each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. The planning timeline was presented to the College Committee on Planning and Budget on February 7, 2019 and February 21, 2019.

ADMINISTRATIVE ITEMS

Agenda Items 53-55 are presented as Administrative Items.

53. Consideration of Adoption of Local Goals for the Chancellor's Office Vision for Success

It is recommended that the Board of Trustees adopt Cerritos College's Local Goals for the Chancellor's Office Vision for Success. No fiscal impact.

54. Consideration of Approval of Student Equity Plan

It is recommended that the Board of Trustees approve the Cerritos College Student Equity Plan. The College has been granted state categorical Student Equity (SE) funding for the fiscal years 2019-2022, which will be used in implementing the plan. Additional support may be provided by the general fund, other categorical funds, and grants/donations.

55. Consideration of Approval of Board Self-Evaluation Instrument

It is recommended that the Board of Trustees approve the Board Self-Evaluation Instrument and that it be updated annually to align with the Board of Trustees and President/Superintendent Goals. No fiscal impact.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

At this time, members of the Board of Trustees will provide brief reports on meetings attended on matters pertaining to their service as a representative of the Cerritos Community College District Board of Trustees pursuant to Government Code 53232.3(d).

Following the Board of Trustees, the President/Superintendent will provide an executive report which includes reports from the Vice President of Business Services, Vice President of Academic Affairs, Vice President of Student Services, Vice President of Human Resources, and Director, College Relations, Public Affairs & Governmental Relations.

CLOSED SESSION WILL BEGIN NO LATER THAN 9:00 P.M. AND WILL LAST NO LONGER THAN 90 MINUTES

56. Conference with Real Property Negotiator (GC §54956.8)

Property: Approximately 19,210 square foot lot located in the City of Norwalk

Parties: Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Under Negotiation: Purchase

57. Public Employee Employment (GC #54957)

A. Consideration of Employment of Classified Manager
Assistant Director, Admissions and Records

B. Consideration of Extension of Employment Contract
Sector Navigators

C. Consideration of Employment of Acting/Interim:
Dean of Counseling
Dean of Student Support Services
Financial Aid Assistant Director

58. Conference with Labor Negotiators (GC #54957.6)

A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro

B. Employee Organizations:
California School Employees Association (CSEA)

59. President/Superintendent's Annual Evaluation

60. Reconvene to Open Session

61. Adjournment

***The Next Study Session of the Board of Trustees is set for
Wednesday, August 7, 2019 at 7:00 p.m.***

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on July 11, 2019 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT:	Consideration of Approval to Provide Compensation to Board Members for Absences from Board Meeting

ACTION

It is recommended that the Board of Trustees approve the following absences and that the trustees be compensated for their attendance:

Carmen Avalos	June 19	School Business
James Cody Birkey	June 10	Work Conflict
Martha Camacho-Rodriguez	June 5	Family Conflict
Martha Camacho-Rodriguez	June 19	Illness
Shin Liu	June 5	School Business
Marisa Perez	June 5	Illness
Marisa Perez	June 10	Family Conflict
Sandra Salazar	June 5	Illness
Sandra Salazar	June 10	Work Conflict
Valery Escobar	June 5	School Business
Valery Escobar	June 10	School Business
Valery Escobar	June 19	School Business

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

In accordance with [Board Policy 2725](#) and Education Code [72024](#), trustees may be compensated for absences from scheduled Board meetings if the reason for absence is jury duty, school business, hardship acceptable to the Board, or illness.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandy Marks
Instructional Dean, Health Occupations

SUBJECT: Consideration of Approval of Conference Requests for Travel Outside the United States – Reggio Emilia, Italy

ACTION

It is recommended that the Board of Trustees approve conference requests for Veronica Hendricks, Marlen Murray, and Guadalupe Roque, full-time teachers at the Child Development Center (CDC), to travel to Reggio Emilia, Italy from November 8, 2019 to November 15, 2019.

FISCAL IMPACT

The Child Development Center Special Initiatives Account, which is revenue from the Child Development Center generated through contract education training, will be used to cover the following costs: Study Group Registration, Lodging, 50% of Airfare, Meals, and taxi/shuttle not to exceed \$3,000.00 per CDC Teacher, for a total of \$9,000.00. Any additional expenses will be covered by the individual participants. There will be no cost to the District general fund.

REPORT SUMMARY

The teachers will attend a one-week study group for United States Educators in Early Childhood Education held at the Loris Malaguzzi International Center in Reggio Emilia, Italy. This study group is designed specifically for small groups of ECE Teachers working in Programs in U.S. Colleges and Universities, which are influenced by the Reggio Emilia approach to education. This study group aims to provide a study opportunity for a more in-depth investigation into the concepts, contents, and values that are part of the educational project of the Municipal Infant-Toddler Centers and Preschools of Reggio Emilia. Teachers at Reggio Emilia will mentor our teachers during the visits to the preschools.

Educators of Reggio Emilia emphasize the importance of understanding their community to understand their schools. By experiencing the constructivist approach on a first-hand basis, as new Teachers at the CDC, Veronica Hendricks, Marlen Murray, and Guadalupe Roque will be able to strengthen their teaching and help to support our college's practicum students in learning the pedagogy taught in our child development courses.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Conference and Travel Request Forms

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 8

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandra Marks
Instructional Dean, Health Occupations

Kelli Brooks
Director of Nursing Program

SUBJECT: Consideration of Approval of Stipend for Nursing Faculty Member for Work Completed for Major Curriculum Revision Taskforce

ACTION

It is recommended that the Board of Trustees approve payment of a \$5,000 stipend for faculty member Rachel Natividad to compensate time spent on major curriculum revision and a pilot study completed in academic year 2018-2019.

FISCAL IMPACT

The nursing program applied for a RN Curriculum Revision Mini-Grant for the amount of \$5,000 through Economic and Workforce Development (Butte-Glenn Community College District) to assist with these efforts. The grant was awarded and the contract agreement was signed in September 2018. General funds will not be used.

REPORT SUMMARY

The nursing program is undergoing a major curriculum revision, moving towards a Concept Based Curriculum (CBC) delivery model, as well as reducing units from 74 to 68, to align with accrediting bodies' requests. The nursing program applied for a RN Curriculum Revision Mini-Grant for the amount of \$5,000 through Economic and Workforce Development (Butte-Glenn Community College District) to assist with these efforts. The grant was awarded and the contract agreement was signed in September 2018. The grant contract end date is June 30, 2019.

Rachel Natividad serves as the Nursing Curriculum Committee Chairperson and is leading the faculty taskforce on the curriculum revision. Rachel spent numerous hours outside of her faculty time/load in 2018-2019 academic year to research concept-based curriculum, cultivate faculty education and development, and to formulate/implement a CBC clinical training pilot model. The program has made great progress towards our revision. Due to her efforts and leadership, the program looks forward to putting forth the new curriculum model, with reduced units, for BRN (CA Board of Registered Nursing) approval by June 2020.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 16P002, Category 03, Shade Structures

ACTION

It is recommended that the Board of Trustees approve the Notice of Completion for Anderson Charnesky Structural Steel, Inc. of Beaumont, California for the Shade Structures, Category 03 project at Cerritos Community College District as presented.

FISCAL IMPACT

The total final contract amount was \$1,765,940 which was paid by the G.O. Bond.

REPORT SUMMARY

Cerritos College issued a contract to Anderson Charnesky Structural Steel, Inc. on October 24, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on December 22, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Notice of Completion Recording – Anderson Charnesky Structural Steel, Inc.

RECORDING REQUEST BY
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE
DISTRICT, ATTENTION: MARK B. LOGAN
11110 ALONDRA BOULEVARD
NORWALK, CALIFORNIA 90650

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Shade Structures, Bid No. 16P002, Category 03** contract for the doing of which was heretofore entered into on the **24th of October, 2016** which contract was made with **Anderson Charnesky Structural Steel, Inc.**, contract number **16P002-03**, as contractor; that said improvements were completed on the **22nd of December, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **17th of July, 2019**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **Philadelphia Indemnity Insurance Company**.

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

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS
ANGELES COUNTY, CALIFORNIA

By: _____

Felipe R. Lopez
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 10

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 16P006, Category 01), Southern California Grading, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 3 [Owner Added Scope] in the amount of \$17,972.28 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 3 will be \$17,972.28, increasing the contract amount to \$1,166,668.81. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Southern California Grading, Inc. of Irvine, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 01 represents the Demolition/Grading & Paving element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is \$17,972.28. The original contract amount approved by the Board was \$1,094,900. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to Southern California Grading, Inc. regrading the site at the northwest corner and the west fire lane along the Student Center on behalf of Taft Electric Company. Southern California Grading re-established the rough grades to the proper elevation prior to Taft Electric Company running their utility lines; this can be referenced per the submitted deductive Change Order No. 6 by Taft Electric Company. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	July 17, 2019	\$17,972.28	6.55%
	2	May 1, 2019	\$18,219.39	4.91%
	1	November 15, 2017	\$35,577.14	3.25%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 3 to Contract No. 16P006-01 – Southern California Grading, Inc.
Change Order No. 2 to Contract No. 16P006-01 – Southern California Grading, Inc.
Change Order No. 1 to Contract No. 16P006-01 – Southern California Grading, Inc.
Contract No. 16P006-01 – Southern California Grading, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Southern California Grading,
16291 Construction Circle
East
Irvine, CA 92606

Date: April 23, 2019

Prime Change Order No: 003

Contract No: 16P006-01

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Northwest Site and Fire Lane along Student Center
Description: Regrade site at the Northwest Corner and the West fire lane along the Student Center
Reason: The site grade at the Northwest corner and West fire lane along the Student Center was left too high by the electrical contractor due and had to be regraded. The electrical contractor (Taft) did not remove any of their spoils that were a result of the underground electrical trench lines that were installed in those areas. Net zero cost to District, credit issued in Taft change order #6.

Benefit: Re-establish rough grades to the proper elevation that they were left at prior to the electrician running their utility lines.

Request By: Construction Manager
CO Type: Backcharge

Change Amount: \$17,972.28

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$17,972.28
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$1,094,900.00
Net Change by previous Change Order(s):	\$53,796.53
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$1,148,696.53
Amount of Change Order No. 003	\$17,972.28
New Contract Sum:	\$1,166,668.81
Percentage of Change to Contract:	6.55 %

Project: Cerritos | Health & Wellness Complex
To: Southern California Grading,

Prime Change Order No: 003
Contract No: 16-013-BC01-SOU

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:


Signature & Date

Southern California Grading, Inc.

Kurt Cutler
16291 Construction Circle East
Irvine, CA 92606

Approved By:

Signature & Date

Cerritos College

Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date 04/24/2019

Cerritos College

David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College

Mark B. Logan, Director of the
Purchasing & Construction Administration

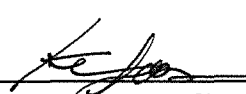
Reviewed By:


Signature & Date 04/29/19

HMC Architects

Josh Glavin
Architect

Reviewed By:


Signature & Date 4/29/19

Tilden-Coil Constructors, Inc.

Kevin Jones
Project Manager

Reviewed By:


Signature & Date 06/06/19

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Southern California Grading,
16291 Construction Circle
East
Irvine, CA 92606

Date: May 01, 2019

Prime Change Order No: 002

Contract No: 16P006-01

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Phase 2-Existing Physical Education Bldg.

Description: An additional undocumented 4" concrete slab was demo and removed at phase 2 of the site.

Reason: There was an undocumented 4" concrete slab beneath the structural slab for the Old PE BLDG that required additional demolition and spoils removal.

The demolition and removal of the undocumented slab at the existing Physical Education building was required in order to complete all demolition activities and start rough grading of the site.

Benefit: Removal of unforeseen slab was required in order to grade the site and establish the building pads.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: \$18,219.39

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order

\$18,219.39

Total Additional Work Days

0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$1,094,900.00
Net Change by previous Change Order(s):	\$35,577.14
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$1,130,477.14
Amount of Change Order No. 002	\$18,219.39
New Contract Sum:	\$1,148,696.53
Percentage of Change to Contract:	4.91 %

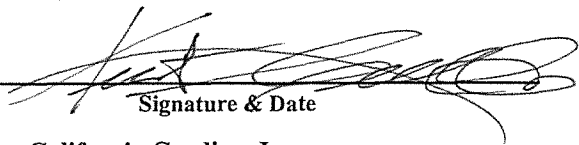
Project: Cerritos | Health & Wellness Complex
To: Southern California Grading,

Prime Change Order No: 002
Contract No: 16-013-BC01-SOU

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, ~~2017~~ ²⁰¹⁹

Requested By:


Signature & Date

Southern California Grading, Inc.

Kurt Cutler, President

16291 Construction Circle East
Irvine, CA 92606

Approved By:

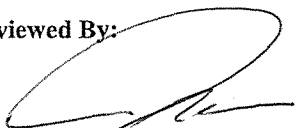

Signature & Date 5/2/2019

Cerritos College

Felipe Lopez

Vice President of Business Services

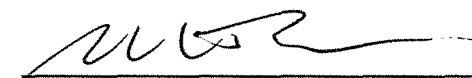
Reviewed By:


Signature & Date 3/29/2019

Cerritos College

David C. Moore, Director of the
Physical Plant & Construction Services

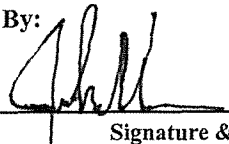
Reviewed By:


Signature & Date 4-8-19

Cerritos College

Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


Signature & Date 3/25/19

HMC Architects

Josh Glavin
Architect

Reviewed By:


Signature & Date 3/25/19

Tilden-Coil Constructors, Inc.

Peter Stavros
Project Manager

Reviewed By:


Signature & Date 03/29/19

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Southern California Grading,
16291 Construction Circle East
Irvine, CA 92606

Date: November 24, 2017

Prime Change Order No: 001

Contract No: 16P006-01

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Health Wellness Complex

Description: There was an additional 1,200LF of unforeseen transit lines (water, irrigation, gas) and 207 ft of concrete embankments found throughout the job.

Reason: The unforeseen transite pipe and concrete embankments were located within the footprint of building A and B and in order to drill the concrete piles the lines needed to be removed. The existing gas line on the East side of the property was originally shown to be demo however it had a mastic material on the pipe need to be abated.

Benefit: The transite pipe had to be removed in order to drill the concrete pile that support the building.

Request By: Owner

CO Type:

Change Amount: **\$35,577.14**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$35,577.14
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$1,094,900.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$1,094,900.00
Amount of Change Order No. 001	\$35,577.14
New Contract Sum:	\$1,130,477.14
Percentage of Change to Contract:	3.25 %

Project: Cerritos | Health & Wellness Complex
To: Southern California Grading,

Prime Change Order No: 001
Contract No: 16-013-BC01-SOU

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on the 15th day of November, 2017

Requested By:


Steve Toth Signature & Date 10/10/17

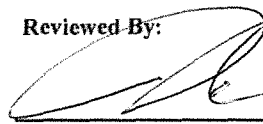
Southern California Grading, Inc.
Joseph Khader
16291 Construction Circle East
Irvine, CA 92606

Approved By:


Signature & Date 11/17/2017

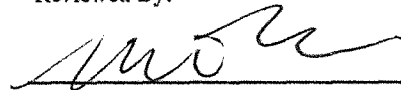
Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date 10/18/2017

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:


Signature & Date 10-23-17

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By: Johnn Messner


Signature & Date 10/10/17

HMC Architects
Josh Glavin
Architect

Reviewed By:


Signature & Date 10/10/17

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:


Signature & Date 10/23/17

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / **BID NO.:** 16P006

DATE OF CONTRACT: March 3, 2017 / **CONTRACT NO.:** 16P006-01

BID CATEGORY: 01, Demolition/Grading & Paving

DOLLAR VALUE: \$ 1,094,900.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Southern California Grading, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION: _____

Southern California Grading, Inc.

Address: 16291 Construction Circle East, Suite A, Irvine, CA 92606

Phone: 949-551-6655

Fax: 949-551-4237

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Southern California Grading, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 01, Demolition/Grading & Paving

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages *per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.* It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A, C-12 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One Million Ninety Four Thousand Nine Hundred and 00/100 Dollars

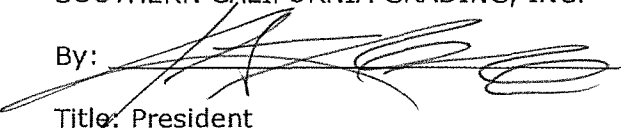
(\$ 1,094,900.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

SOUTHERN CALIFORNIA GRADING, INC.

By: 

Title: President

Print Name: Kurt Cutler

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 5 [Unforeseen Conditions, Errors/Omissions], (Bid No. 16P006, Category 02), Verne's Plumbing, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 5 [Unforeseen Conditions, Errors/Omissions] in the amount of \$19,028.58 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 5 will be \$19,028.58, increasing the contract amount to \$2,142,527.40. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Verne's Plumbing, Inc. of Buena Park, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 02 represents the Building & Site Plumbing element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 5 is \$19,028.58. The original contract amount approved by the Board was \$2,009,000. Therefore, Change Order No. 5 is in compliance with Public Contract Code Section 20659. Change Order No. 5 is due to unforeseen conditions regarding the future fire hydrant and practice turf water point of connection. The point of connection shown in the contract documents was smaller than required for the new facilities. A location for the new point of contact was found outside the construction site which required hand digging across several existing utilities and additional fittings. The design errors/omissions consisted of relocating the thermal flow meter to minimize modification to gas routing and eliminated the need for flow conditioners. Change Order No. 5 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 5.

	Change Order	Date	Amount	Percentage of Change
Pending	5	July 17, 2019	\$19,028.58	6.65%
	4	November 14, 2018	\$19,296.83	5.7%
	3	August 15, 2018	\$16,437.64	4.74%
	2	April 11, 2018	\$20,032	3.92%
	1	October 4, 2017	\$58,732.35	2.92%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 5 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 4 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 3 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 2 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Change Order No. 1 to Contract No. 16P006-02 – Verne's Plumbing, Inc.
Contract No. 16P006-02 – Verne's Plumbing, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: April 24, 2019

Prime Change Order No: 005

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: HWC Phase 2 Site

Description: Future fire hydrant and practice turf water point of connection was smaller than shown in contract drawings. Larger POC was needed for new facilities.

Reason: Due to the water POC on the east side of the project being smaller than shown in the contract documents, underground investigation was required to locate a larger POC. However, the new POC was found outside of the construction site and will require hand digging across several existing utilities as well as additional fittings.

Benefit: New fire hydrant and potable water irrigation system for practice field can be installed.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: **\$11,309.74**

Time Extension: **0 Work Days**

Item 5.01

Bldg/Area: BLDG A-Kinesiology

Description: Cost to relocate thermal flow meter and to replace specified meter with campus standard meter.

Reason: Original location of flow meter would have necessitated significant modification to gas routing shown in drawings and the use of "flow conditioners".

Benefit: A location was found for the flow meter that minimized modification to gas routing and eliminated the need to use flow conditioners, thus reducing the added costs.

Request By: Owner

CO Type: Design Error/Omissions

Change Amount: **\$7,718.84**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 005
Contract No: 16-013-BC02-VER

SUMMARY OF COST:

Total this Change Order	\$19,028.58
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$114,498.82
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,123,498.82
Amount of Change Order No. 005	\$19,028.58
New Contract Sum:	\$2,142,527.40
Percentage of Change to Contract:	6.65 %

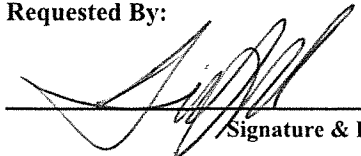
Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 005
Contract No: 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:

 4/24/19

Signature & Date

Verne's Plumbing, Inc.

Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

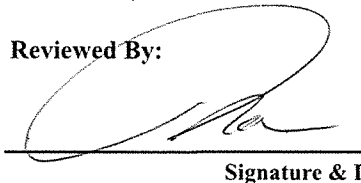
Approved By:

Signature & Date

Cerritos College

Felipe Lopez
Vice President of Business Services

Reviewed By:

 5/9/2019

Signature & Date

Cerritos College

David C. Moore, Director of the
Physical Plant & Construction Services

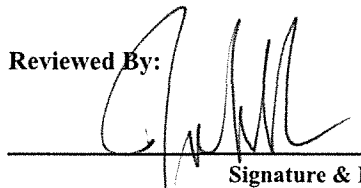
Reviewed By:

Signature & Date

Cerritos College

Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 04/29/19

Signature & Date

HMC Architects

Josh Glavin
Architect

Reviewed By:

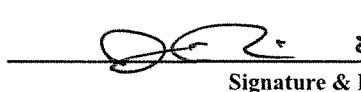
 4/29/19

Signature & Date

Tilden-Coil Constructors, Inc.

Peter Stavros *Peter Stavros*
Project Manager

Reviewed By:

 06/06/19

Signature & Date

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: September 18, 2018

Prime Change Order No: 004

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Bldg. A Locker Rooms

Description: Added 8 new trench drains at the Men's and Women's showers for Building A of the Health Wellness Complex

Reason: The original specified drain type and location shown on the plumbing sheets could not be installed since they were located too close to the curb and would compromise the waterproofing of the slab. A total of (8) new linear trench drains were required in order to get the drains to fit and get the required water flow per plumbing requirements. This work entailed minor demo of the slab in order to install the new drain type. Original drains will be used on Phase 2

Benefit: Allows install of drains at the Men's and Women's shower so that the required water flow is achieved.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$19,296.83

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$19,296.83
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$95,201.99
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,104,201.99
Amount of Change Order No. 004	\$19,296.83
New Contract Sum:	\$2,123,498.82
Percentage of Change to Contract:	5.70 %

Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 004
Contract No: 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

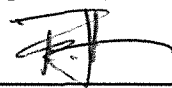
This Change Order is hereby executed on behalf of the Board of
Trustees on the 14th day of November, ~~2017~~ ²⁰¹⁸

Requested By: Tim Verne

 9/18/18
Signature & Date

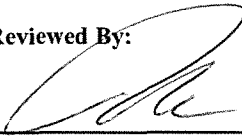
Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:


Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 10/11/2018
Signature & Date

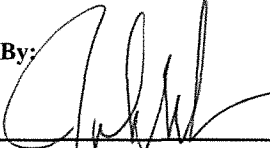
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 10-17-18
Signature & Date

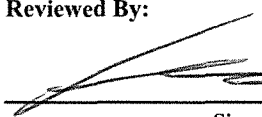
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 9/20/18
Signature & Date

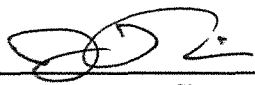
HMC Architects
Josh Glavin
Architect

Reviewed By:

 9/20/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 10/11/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: July 22, 2018

Prime Change Order No: 003

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Buildings A B C and D

Description: Reroute hot water line to feed from the tank to the heaters, install add cold water line (100ft) and install new couplings and valves

Reason: The domestic hot water routing was installed per the original contract documents, however the routing did not meet the manufacturer requirements which would void the warranty. The recirculating water that was originally designed did not go from the tank to the heat circulation pumps so hot water would not have been distributed timely to the multiple fixtures in all of the buildings.

Benefit: Hot water can now be distributed to the plumbing fixtures (sinks, showers, mop sinks, etc.)

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: _____ **\$16,437.64**

Time Extension: _____ **0 Work Days**

SUMMARY OF COST:

Total this Change Order _____	\$16,437.64
Total Additional Work Days _____	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$78,764.35
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,087,764.35
Amount of Change Order No. 003	\$16,437.64
New Contract Sum:	\$2,104,201.99
Percentage of Change to Contract:	4.74 %

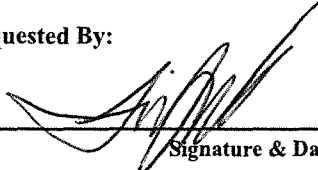
Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 003
Contract No: 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 15 day of AUGUST, ²⁰¹⁸~~2017~~

Requested By:

 6/11/18
Signature & Date

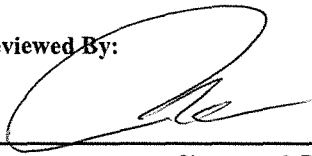
Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

 6/20/2018
Signature & Date

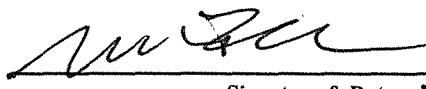
Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/28/2018
Signature & Date

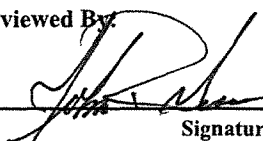
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 7-24-18
Signature & Date

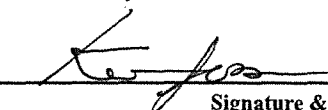
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 6/12/18
Signature & Date

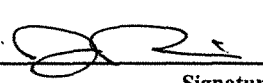
HMC Architects
Josh Glavin
Architect

Reviewed By:

 6/12/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/25/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: April 25, 2018

Prime Change Order No: 002

Contract No: 16P006-02

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Site Phase 1

Description: Credit for the use for HDPE in lieu of RCP

Reason: The original documents showed RCP pipe, however the HDPE was a more durable and readily used product that saved the College money.

Benefit: The use of HDPE in lieu of RCP saved money and is a more durable product

Request By: Owner

CO Type: Deductive Credit

Change Amount: **\$(21,267.83)**

Time Extension: 0 Work Days

Item 1.02

Bldg/Area: Bldg. A and B

Description: Multiple plumbing changes that were at Bldg. A and B that was obstructed and had to be re-routed.

Reason: During the 3 dimensional modeling of the job there were several areas that were detected that had multiple plumbing related clashes with ducts lines, and structure elements (windows, steel structure) of building A and B. The Directive issued by the Architect relocated the water lines, boiler flues, storm drain, and vent piping to avoid fixed elements of the building.

Benefit: Directive # 1 that was issued by the Architect help resolve several conflicts that would have occurred in the field and expended more costs and time.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$41,299.83**

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 002
Contract No: 16-013-BC02-VER

SUMMARY OF COST:

Total this Change Order	\$20,032.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$58,732.35
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,067,732.35
Amount of Change Order No. 002	\$20,032.00
New Contract Sum:	\$2,087,764.35
Percentage of Change to Contract:	3.92 %

Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 002
Contract No: 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

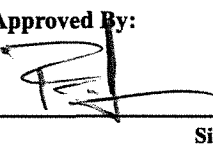
This Change Order is hereby executed on behalf of the Board of
Trustees on the 11th day of April, 2017-2018

Requested By:

 2/21/18
Signature & Date

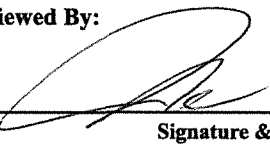
Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

 4/16/2018
Signature & Date

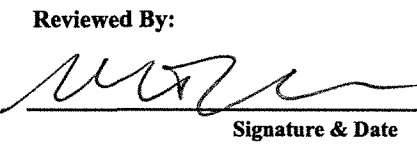
Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/8/2018
Signature & Date

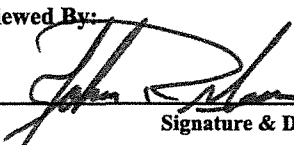
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 3-21-18
Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 2/27/18
Signature & Date

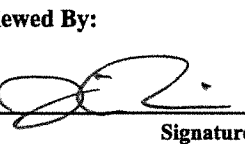
HMC Architects
Josh Glavin
Architect

Reviewed By:

 2/27/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/02/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

Date: August 24, 2017

Prime Change Order No: 001

Contract No: 16-013-BC02-VER
16P006-02A

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area:

Description: Added 340ft of a new 6" gas line along the West elevation of the Health Service Complex.

Reason: The 6" gas line was added in order to allow for the future construction of the Performing Arts Complex. The footprint of the PAC building is located where the existing gas line and gas meter is installed. A new gas meter is being located adjacent to parking lot C2 just to the North of the gym to allow for the future construction of the Performing Arts Complex building.

Benefit: The additional Gas line allows for installation of Future meter.

Request By: Owner

CO Type: Agency Driven Change

Change Amount: \$58,732.35

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$58,732.35
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,009,000.00
Amount of Change Order No. 001	\$58,732.35
New Contract Sum:	\$2,067,732.35
Percentage of Change to Contract:	2.92 %

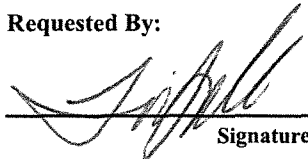
Project: Cerritos | Health & Wellness Complex
To: Verne's Plumbing, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 4th day of October, 2017

Requested By:

 08/25/17
Signature & Date

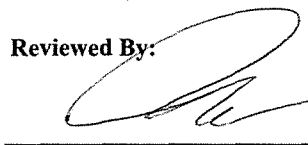
Verne's Plumbing, Inc.
Tim Verne
8561 Whitaker Street
Buena Park, CA 90621

Approved By:

 10/13/2017
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 8/31/2017
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 9-12-17
Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 8/25/17
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 8-25-17
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 8/30/17
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-02

BID CATEGORY: 02, Building & Site Plumbing

DOLLAR VALUE: \$ 2,009,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Verne's Plumbing, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

Verne's Plumbing, Inc.

Address: 8561 Whitaker Street, Buena Park, CA 90621

Phone: 714-994-1971

Fax: 714-994-2203

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Verne's Plumbing, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 02, Building & Site Plumbing

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-36 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Million Nine Thousand and 00/100 Dollars

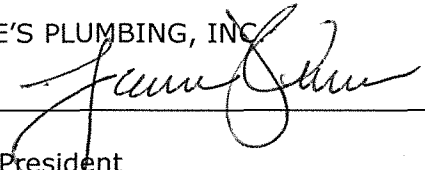
(\$ 2,009,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

VERNE'S PLUMBING, INC.

By: 

Title: President

Print Name: Lawrence J. Verne

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 16P006, Category 03), K.A.R. Construction, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Owner Added Scope] in the amount of \$4,242 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 1 will be \$4,242, increasing the contract amount to \$7,928,242. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to K.A.R. Construction, Inc. of Ontario, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 03 represents the Structural and Site Concrete element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 1 is \$4,242. The original contract amount approved by the Board was \$7,924,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to K.A.R. Construction, Inc. removing and replacing the anchor bolts to revise the light bollard cages on behalf of Taft Electric Company. Taft Electric Company had provided the incorrect anchor bolt layout which needed to be corrected; this can be referenced per the submitted deductive Change Order No. 5 by Taft Electric Company. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	July 17, 2019	\$4,242	0.05%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 1 to Contract No. 16P006-03 – K.A.R. Construction, Inc.
Contract No. 16P006-03 – K.A.R. Construction, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762

Date: April 16, 2019

Prime Change Order No: 001

Contract No: 16P006-03

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Phase 1 Site

Description: Removal and replacement of anchor Bolts at and revise rebar cages at light bollard footings.

Reason: Taft Electric provided incorrect anchor bolt layout and all the light bollard cages needed to be revised. Net zero cost to the District

Benefit: Corrected Light Bollard Cages

Request By: Construction Manager

CO Type: Backcharge

Change Amount: **\$4,242.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$4,242.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$7,924,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$7,924,000.00
Amount of Change Order No. 001	\$4,242.00
New Contract Sum:	\$7,928,242.00
Percentage of Change to Contract:	0.05 %

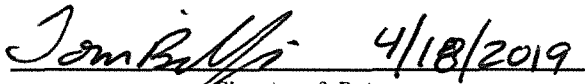
Project: Cerritos | Health & Wellness Complex
To: K.A.R. Construction, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC03-KAR

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:


Signature & Date 4/18/2019

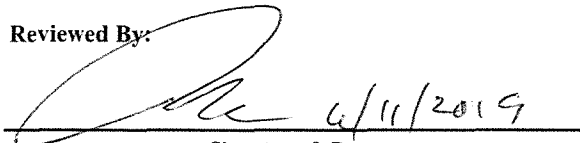
K.A.R. Construction, Inc.
Tom Billings
1306 West Brooks Street
Ontario, CA 91762

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date 4/11/2019

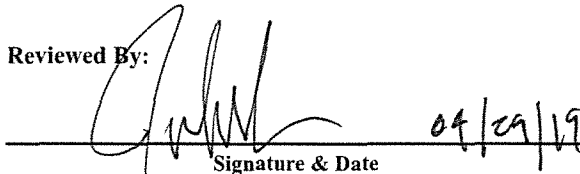
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


Signature & Date 04/29/19

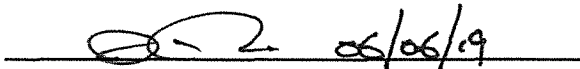
HMC Architects
Josh Glavin
Architect

Reviewed By:


Signature & Date 4/29/19

Tilden-Coil Constructors, Inc.
~~Peter Stavros~~ **KEVIN JONES**
Project Manager

Reviewed By:


Signature & Date 06/06/19

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-03

BID CATEGORY: 03, Structural & Site Concrete

DOLLAR VALUE: \$ 7,924,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: K.A.R. Construction, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION:_____

K.A.R. Construction, Inc.

Address: 1306 West Brooks Street, Ontario, CA 91762
Phone: 909-988-5054
Fax: 909-983-4106

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **K.A.R. Construction, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 03, Structural & Site Concrete

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million Nine Hundred Twenty-Four Thousand and 00/100 Dollars

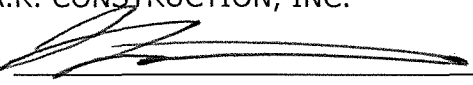
(\$ 7,924,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

K.A.R. CONSTRUCTION, INC.

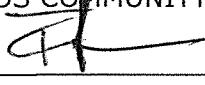
By: 

Title: President

Print Name: Kurt Rothweiler

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 2 [Owner Added Scope], (Bid No. 16P006, Category 03), K.A.R. Construction, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 2 [Owner Added Scope] in the amount of \$25,825.50 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 2 will be \$25,825.50, increasing the contract amount to \$7,954,067.50. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to K.A.R. Construction, Inc. of Ontario, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 03 represents the Structural and Site Concrete element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 2 is \$25,825.50. The original contract amount approved by the Board was \$7,924,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to K.A.R. Construction, Inc. regrading the site along the east and south of Building A on behalf of Taft Electric Company. K.A.R. Construction, Inc. re-established the rough grades to the proper elevation prior to Taft Electric Company running their utility lines; this can be referenced per the submitted deductive Change Order No. 6 by Taft Electric Company. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	July 17, 2019	\$25,825.50	0.38%
Pending	1	July 17, 2019	\$4,242	0.05%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 2 to Contract No. 16P006-03 – K.A.R. Construction, Inc.
Change Order No. 1 to Contract No. 16P006-03 – K.A.R. Construction, Inc.
Contract No. 16P006-03 – K.A.R. Construction, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762

Date: June 05, 2019

Prime Change Order No: 002

Contract No: 16P006-03

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Phase 1 Site

Description: Regrade site along the East and South of Bldg. A.

Reason: The site along the East and the South of Bldg. A was 8" high by the electrical contractor, and had to be regarding and the spoil removed. The electrical contractor (Taft) did not remove any of their spoils that were a result of the underground electrical lines., in these areas. Net zero cost to District, a credit was issued in Taft change order #6.

Benefit: Re-establish rough grades to the proper elevation that they were left at prior to the electrician running their utility lines.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: **\$25,825.50**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$25,825.50
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$7,924,000.00
Net Change by previous Change Order(s):	\$4,242.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$7,928,242.00
Amount of Change Order No. 002	\$25,825.50
New Contract Sum:	\$7,954,067.50
Percentage of Change to Contract:	0.38 %

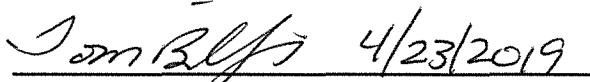
Project: Cerritos | Health & Wellness Complex
To: K.A.R. Construction, Inc.

Prime Change Order No: 002
Contract No: 16-013-BC03-KAR

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:


Signature & Date

K.A.R. Construction, Inc.
Tom Billings
1306 West Brooks Street
Ontario, CA 91762

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


Signature & Date

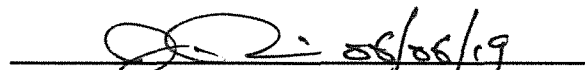
HMC Architects
Josh Glavin
Architect

Reviewed By:


Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:


Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762

Date: April 16, 2019

Prime Change Order No: 001

Contract No: 16P006-03

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Phase 1 Site

Description: Removal and replacement of anchor Bolts at and revise rebar cages at light bollard footings.

Reason: Taft Electric provided incorrect anchor bolt layout and all the light bollard cages needed to be revised. Net zero cost to the District

Benefit: Corrected Light Bollard Cages

Request By: Construction Manager

CO Type: Backcharge

Change Amount: **\$4,242.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$4,242.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$7,924,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$7,924,000.00
Amount of Change Order No. 001	\$4,242.00
New Contract Sum:	\$7,928,242.00
Percentage of Change to Contract:	0.05 %

Project: Cerritos | Health & Wellness Complex
To: K.A.R. Construction, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC03-KAR

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:

 4/18/2019
Signature & Date

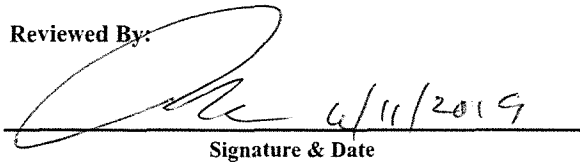
K.A.R. Construction, Inc.
Tom Billings
1306 West Brooks Street
Ontario, CA 91762

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 4/11/2019
Signature & Date

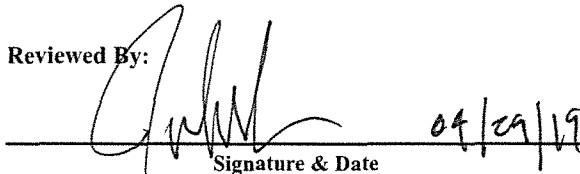
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 04/29/19
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
~~Peter Stavros~~ **KEVIN JONES**
Project Manager

Reviewed By:

 06/06/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-03

BID CATEGORY: 03, Structural & Site Concrete

DOLLAR VALUE: \$ 7,924,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: K.A.R. Construction, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION: _____

K.A.R. Construction, Inc.

Address: 1306 West Brooks Street, Ontario, CA 91762
Phone: 909-988-5054
Fax: 909-983-4106

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **K.A.R. Construction, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 03, Structural & Site Concrete

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million Nine Hundred Twenty-Four Thousand and 00/100 Dollars

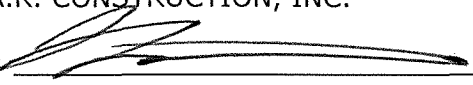
(\$ 7,924,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

K.A.R. CONSTRUCTION, INC.

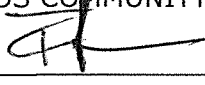
By: 

Title: President

Print Name: Kurt Rothweiler

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 14

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 3 [Unforeseen Conditions], (Bid No. 16P006, Category 03), K.A.R. Construction, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 3 [Unforeseen Conditions] in the amount of \$5,789 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 3 will be \$5,789, increasing the contract amount to \$7,959,856.50. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to K.A.R. Construction, Inc. of Ontario, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 03 represents the Structural and Site Concrete element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is \$5,789. The original contract amount approved by the Board was \$7,924,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to unforeseen conditions regarding the location for the sewer point of connection. The original sewer point of connection was not accessible due to an existing electrical duct bank. A new locations was found and required additional firelane to be removed and replaced. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	July 17, 2019	\$5,789	0.45%
Pending	2	July 17, 2019	\$25,825.50	0.38%
Pending	1	July 17, 2019	\$4,242	0.05%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 3 to Contract No. 16P006-03 – K.A.R. Construction, Inc.
Change Order No. 2 to Contract No. 16P006-03 – K.A.R. Construction, Inc.
Change Order No. 1 to Contract No. 16P006-03 – K.A.R. Construction, Inc.
Contract No. 16P006-03 – K.A.R. Construction, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762

Date: May 29, 2019

Prime Change Order No: 003

Contract No: 16P006-03

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Phase 2-Southeast firelane near Aquatics Center

Description: New location for sewer point of connection (POC) was found requiring additional firelane to be removed and replaced.

Reason: Sewer POC was not accessible due to an existing electrical duct bank. New location was found and required additional firelane to be removed and replaced.

Benefit: Old clay sewer line will be completely replaced with new plastic sewer line to serve the Central Plant and Aquatics Center.

Request By: Owner

CO Type: Unforeseen Condition

Change Amount: \$5,789.00

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$5,789.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$7,924,000.00
Net Change by previous Change Order(s):	\$30,067.50
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$7,954,067.50
Amount of Change Order No. 003	\$5,789.00
New Contract Sum:	\$7,959,856.50
Percentage of Change to Contract:	0.45 %

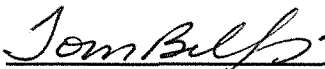
Project: Cerritos | Health & Wellness Complex
To: K.A.R. Construction, Inc.

Prime Change Order No: 003
Contract No: 16-013-BC03-KAR

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:

 5/30/2019

Signature & Date

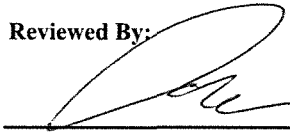
K.A.R. Construction, Inc.
Tom Billings
1306 West Brooks Street
Ontario, CA 91762

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019

Signature & Date

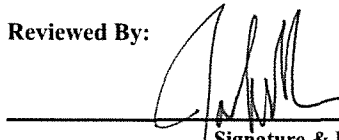
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

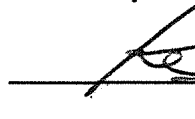
Reviewed By:

 06/05/19

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 6/15/19

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/06/19

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762

Date: June 05, 2019

Prime Change Order No: 002

Contract No: 16P006-03

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Phase 1 Site

Description: Regrade site along the East and South of Bldg. A.

Reason: The site along the East and the South of Bldg. A was 8" high by the electrical contractor, and had to be regarding and the spoil removed. The electrical contractor (Taft) did not remove any of their spoils that were a result of the underground electrical lines., in these areas. Net zero cost to District, a credit was issued in Taft change order #6.

Benefit: Re-establish rough grades to the proper elevation that they were left at prior to the electrician running their utility lines.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: **\$25,825.50**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order **\$25,825.50**

Total Additional Work Days **0 Days**

CONTRACT SUMMARY:

Original Prime Contract Amount: \$7,924,000.00

Net Change by previous Change Order(s): \$4,242.00

Net Change by previous Contract Adjustment(s): \$0.00

Net Sum prior to this Change Order: \$7,928,242.00

Amount of Change Order No. 002 \$25,825.50

New Contract Sum: \$7,954,067.50

Percentage of Change to Contract: 0.38 %

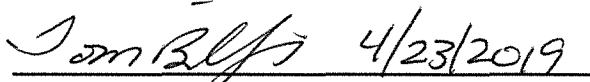
Project: Cerritos | Health & Wellness Complex
To: K.A.R. Construction, Inc.

Prime Change Order No: 002
Contract No: 16-013-BC03-KAR

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:


Signature & Date

K.A.R. Construction, Inc.
Tom Billings
1306 West Brooks Street
Ontario, CA 91762

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


Signature & Date

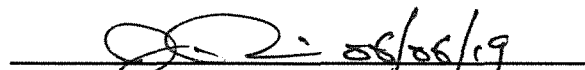
HMC Architects
Josh Glavin
Architect

Reviewed By:


Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:


Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762

Date: April 16, 2019

Prime Change Order No: 001

Contract No: 16P006-03

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Phase 1 Site

Description: Removal and replacement of anchor Bolts at and revise rebar cages at light bollard footings.

Reason: Taft Electric provided incorrect anchor bolt layout and all the light bollard cages needed to be revised. Net zero cost to the District

Benefit: Corrected Light Bollard Cages

Request By: Construction Manager

CO Type: Backcharge

Change Amount: **\$4,242.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$4,242.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$7,924,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$7,924,000.00
Amount of Change Order No. 001	\$4,242.00
New Contract Sum:	\$7,928,242.00
Percentage of Change to Contract:	0.05 %

Project: Cerritos | Health & Wellness Complex
To: K.A.R. Construction, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC03-KAR

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:

 4/18/2019
Signature & Date

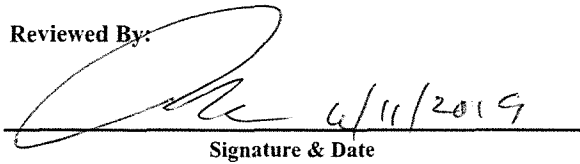
K.A.R. Construction, Inc.
Tom Billings
1306 West Brooks Street
Ontario, CA 91762

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 4/11/2019
Signature & Date

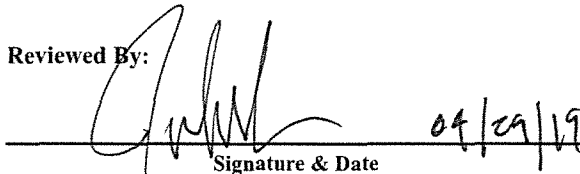
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 04/29/19
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
~~Peter Stavros~~ **KEVIN JONES**
Project Manager

Reviewed By:

 06/06/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-03

BID CATEGORY: 03, Structural & Site Concrete

DOLLAR VALUE: \$ 7,924,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: K.A.R. Construction, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION: _____

K.A.R. Construction, Inc.

Address: 1306 West Brooks Street, Ontario, CA 91762
Phone: 909-988-5054
Fax: 909-983-4106

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **K.A.R. Construction, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 03, Structural & Site Concrete

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-8 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Million Nine Hundred Twenty-Four Thousand and 00/100 Dollars

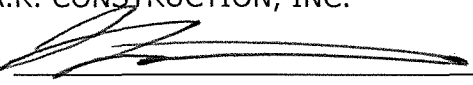
(\$ 7,924,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

K.A.R. CONSTRUCTION, INC.

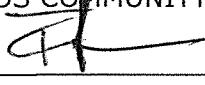
By: 

Title: President

Print Name: Kurt Rothweiler

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 16P006, Category 08), Construction Hardware Co., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 3 [Owner Added Scope] in the amount of \$11,294 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 3 will be \$11,294, increasing the contract amount to \$419,103. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Construction Hardware Co. of Pomona, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 08 represents the Doors/Frames/Hardware element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is \$11,294. The original contract amount approved by the Board was \$395,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the owner added scope of adding corridors in Building D to allow for egress from the mens and womens showers without exiting through the various team rooms. The addition of corridors necessitated hardware changes on eight (8) doors. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	July 17, 20109	\$11,294	6.10%
Pending	2	May 1, 2019	\$3,106	3.24%
	1	January 16, 2019	\$9,703	2.46%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 3 to Contract No. 16P008-08 – Construction Hardware Co.

Change Order No. 2 to Contract No. 16P006-08 – Construction Hardware Co.

Change Order No. 1 to Contract No. 16P006-08 – Construction Hardware Co.

Contract No. 16P006-08 – Construction Hardware Co.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Construction Hardware
216 Pacific St
Pomona, CA 91768

Date: May 8, 2019

Prime Change Order No: 003

Contract No: 16P006-08

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Bldg. D- Team Rooms

Description: Hardware changes for (8) doors due to added corridors for egress.

Reason: The College requested that corridors be added to Bldg. D (Team Room Bldg.) to allow for egress from the Men's and Women's showers without exiting through the various team rooms.

Benefit: Provide egress from shower areas through designated corridors.

Request By: Owner

CO Type: Owner Change

Change Amount: **\$11,294.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$11,294.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$395,000.00
Net Change by previous Change Order(s):	\$12,809.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$407,809.00
Amount of Change Order No. 003	\$11,294.00
New Contract Sum:	\$419,103.00
Percentage of Change to Contract:	6.10 %

Project: Cerritos | Health & Wellness Complex
To: Construction Hardware

Prime Change Order No: 003
Contract No: 16-013-BC08-CON

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By: *CS 06/11/10*



Signature & Date

Construction Hardware

Juan Cerna
216 Pacific St
Pomona, CA 91768

Approved By:

Signature & Date

Cerritos College

Felipe Lopez
Vice President of Business Services

Reviewed By:



Signature & Date

Cerritos College

David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College

Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:



Signature & Date

HMC Architects

Josh Glavin
Architect

Reviewed By:



Signature & Date

Tilden-Coil Constructors, Inc.

Kevin Jones
Project Manager

Reviewed By:



Signature & Date

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Construction Hardware
216 Pacific St
Pomona, CA 91768

Date: March 24, 2019

Prime Change Order No: 002

Contract No: 16P006-08

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Bldg. B-Room 101B and 115B

Description: Added Threshold at Room 101B and 115B

Reason: There was a gap between the wood dance floor and the rubber sports flooring that was required for expansion and contraction of the wood floor. The gap required a threshold the full width of the rooms (101B and 115B) to cover the gap and still allow for movement between the two different floor systems

Benefit: Provide a threshold cover for the gap between the wood floor and the rubber sports flooring.

Request By: Construction Manager

CO Type: Design Errors / Omissions

Change Amount: **\$3,106.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$3,106.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$395,000.00
Net Change by previous Change Order(s):	\$9,703.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$404,703.00
Amount of Change Order No. 002	\$3,106.00
New Contract Sum:	\$407,809.00
Percentage of Change to Contract:	3.24 %

Project: Cerritos | Health & Wellness Complex
To: Construction Hardware

Prime Change Order No: 002
Contract No: 16-013-BC08-CON

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract

This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, ²⁰¹⁹~~2017~~

Requested By:

 02/04/19
Signature & Date

Construction Hardware

Juan Cerna
216 Pacific St
Pomona, CA 91768

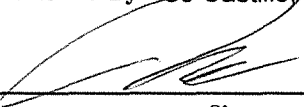
Approved By:

 5/2/2019
Signature & Date

Cerritos College

Felipe Lopez
Vice President of Business Services

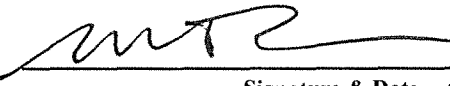
Reviewed By: CJ Castillo, Accounts/Contracts

 3/29/2019
Signature & Date

Cerritos College

David C. Moore, Director of the
Physical Plant & Construction Services

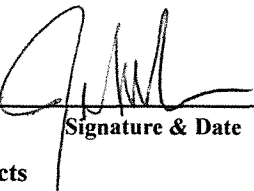
Reviewed By:

 4-8-19
Signature & Date

Cerritos College

Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

HMC Architects

Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.

Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Construction Hardware
216 Pacific St
Pomona, CA 91768

Date: January 22, 2019

Prime Change Order No: 001

Contract No: 16P006-08 B

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Bldg. A 118A & 120A

Description: Change doors 115A-D and 121A-D to Dutch Doors

Reason: The specified doors (115A-D and 121A-D) at the Men's(118A) and Women's(120A) equipment rooms are being changed to dutch doors.

Benefit: The change to dutch doors is to allow for interaction between the faculty at the equipment rooms and the students at the locker rooms.

Request By: Owner

CO Type: Owner Change

Change Amount: **\$4,662.00**

Time Extension: 0 Work Days

Item 1.02

Bldg/Area: Bldg. A and Bldg. B doors

Description: Change (50) Door Thresholds at Buildings A and B

Reason: The original thresholds that were specified per the contract documents do not work with the the actual field conditions. The width of the threshold needs to change form 5" to 7" in order to span under the door and also cover the expansion joint. The length of the threshold also needed to change to span to the outside edge of the door frame.

Benefit: Changing the threshold will allow for the threshold to span form the center of the door and cover the expansion joint.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$5,041.00**

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Construction Hardware

Prime Change Order No: 001
Contract No: 16-013-BC08-CON

SUMMARY OF COST:

Total this Change Order	\$9,703.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$395,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$395,000.00
Amount of Change Order No. 001	\$9,703.00
New Contract Sum:	\$404,703.00
Percentage of Change to Contract:	2.46 %

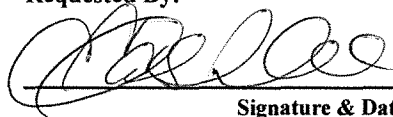
Project: Cerritos | Health & Wellness Complex
To: Construction Hardware

Prime Change Order No: 001
Contract No: 16-013-BC08-CON

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on the 16th day of January, ²⁰¹⁹~~2017~~

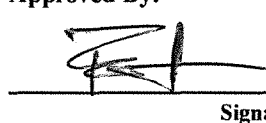
Requested By:


Signature & Date 11-13-18

Construction Hardware

Juan Cerna
216 Pacific St
Pomona, CA 91768

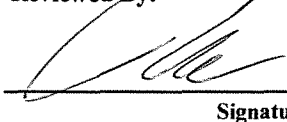
Approved By:


Signature & Date 1/22/2019

Cerritos College

Felipe Lopez
Vice President of Business Services

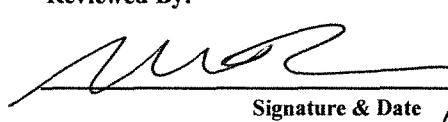
Reviewed By:


Signature & Date 11/29/2018

Cerritos College

David C. Moore, Director of the
Physical Plant & Construction Services

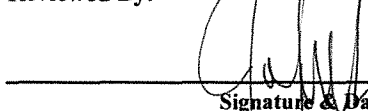
Reviewed By:


Signature & Date 12-20-18

Cerritos College

Mark B. Logan, Director of Purchasing &
Contract Administration

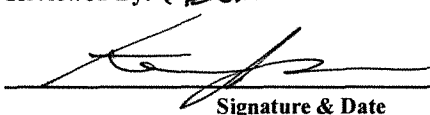
Reviewed By:


Signature & Date 11/15/18

HMC Architects

Josh Glavin
Architect

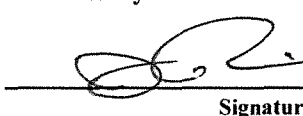
Reviewed By:


Signature & Date

Tilden-Coil Constructors, Inc.

Kevin Jones
Project Manager

Reviewed By:


Signature & Date 11/29/18

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-08

BID CATEGORY: 08, Doors/Frames/Hardware

DOLLAR VALUE: \$ 395,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Construction Hardware Co.

TERM: 1,132 Calendar days

TIME FOR COMPLETION: _____

Construction Hardware Co.

Address: 216 Pacific Street, Pomona, CA 91768
Phone: 909-594-9093
Fax: 909-595-8050

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Construction Hardware Co.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 08, Doors/Frames/Hardware

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-28, C-61 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three Hundred Ninety-Five Thousand and 00/100 Dollars

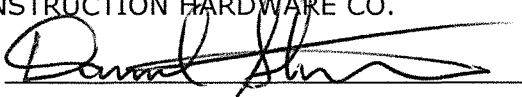
(\$ 395,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

CONSTRUCTION HARDWARE CO.

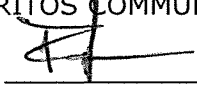
By: 

Title: President

Print Name: Daniel Stewart

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 3 [Owner Added Scope], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 3 [Owner Added Scope] in the amount of \$13,754 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 3 will be \$13,754, increasing the contract amount to \$6,423,391.32. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Brady Company/Los Angeles, Inc. of Anaheim, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 10 represents the Metal Stud Framing/Drywall/Plaster element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is \$13,754. The original contract amount approved by the Board was \$6,366,754. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the owner added scope of adding corridors in Building D to allow for egress from the mens and womens showers without exiting through the various team rooms. The addition of corridors necessitated framing and drywall work. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	July 17, 2019	\$13,754	0.89%
	2	May 1, 2019	\$23,686.32	0.67%
	1	November 14, 2018	\$19,197	0.3%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 3 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Change Order No. 2 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Change Order No. 1 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: May 8, 2019

Prime Change Order No: 003

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Bldg. D- Team Rooms

Description: Framing and drywall for added corridors for egress

Reason: The College requested that corridors be added to Bldg. D (Team Room Bldg.) to allow for egress from the Men's and Women's showers without exiting through the various team rooms.

Benefit: Provide egress from shower areas through designated corridors.

Request By: Owner

CO Type: Owner Change

Change Amount: **\$13,754.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$13,754.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$42,883.32
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,409,637.32
Amount of Change Order No. 003	\$13,754.00
New Contract Sum:	\$6,423,391.32
Percentage of Change to Contract:	0.89 %

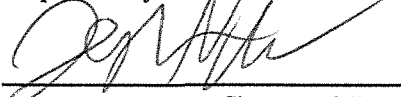
Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 003
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By: Josh Nabors, Project Manager



Signature & Date

Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:



Signature & Date 6/11/2019

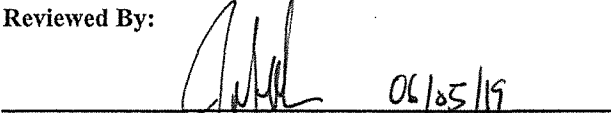
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

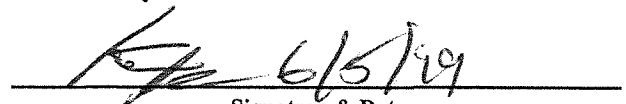
Reviewed By:



Signature & Date 06/05/19

HMC Architects
Josh Glavin
Architect

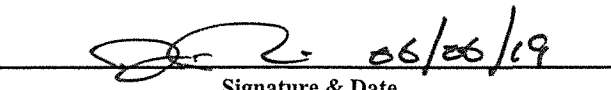
Reviewed By:



Signature & Date 6/5/19

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:



Signature & Date 06/06/19

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: March 19, 2019

Prime Change Order No: 002

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Bldg A and B

Description: Drywall removal and patch at all doors with card readers.

Reason: The contract documents did not show any power for the doors that had card readers at Bldg. A and B therefore drywall had to be removed and replaced to add conduit to the doors with card readers.

Benefit: Provide power to doors with card readers

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$19,692.00

Time Extension: 0 Work Days

Item 2.02

Bldg/Area: Bldg. A Stair #4

Description: Drywall around exposed stud hangers and beam at Stair#4

Reason: The beam and stud hangers at stir# 4 of building A was exposed. Since this is an interior stair drywall was used to box around the exposed structural steel elements. The contract documents originally showed the beam exposed.

Benefit: Cover exposed beam and stud hangers at interior stair.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$3,994.32

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 002
Contract No: 16-013-BC10-BRA

SUMMARY OF COST:

Total this Change Order	\$23,686.32
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$19,197.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,385,951.00
Amount of Change Order No. 002	\$23,686.32
New Contract Sum:	\$6,409,637.32
Percentage of Change to Contract:	0.67 %

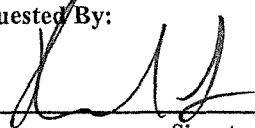
Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 002
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

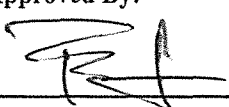
This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, ²⁰¹⁹~~2017~~

Requested By:

 3/20/19
Signature & Date

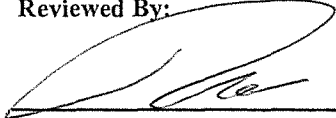
Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:

 5/2/2019
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/29/2019
Signature & Date

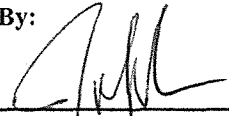
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 4-8-19
Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

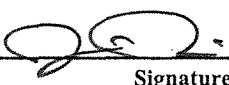
HMC Architects
Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: October 02, 2018

Prime Change Order No: 001

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Health Wellness Building A

Description: Added ceiling supports at the Men's and Women's locker rooms due to the linear lights.

Reason: The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Add "C" channels was required to support the suspended gypsum board ceiling from the deck

Benefit: Provide structural support of the suspended ceiling.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$5,692.00

Time Extension: 0 Work Days

Item 1.02

Bldg/Area: Health Wellness Building A and Building D.

Description: Change drywall ceiling at Men's and Women's shower of Bldg. A and showers at Bldg. D to plaster ceiling

Reason: The contract documents call for a drywall ceiling at the showers in the building A Men's and Women's locker room and building D showers also. Drywall ceiling are not allowed at high humidity areas due to moisture and therefore the ceilings at the showers needs to be change to plaster.

Benefit: Prevents mold and paint from peeling at showers ceilings.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$13,505.00

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 001
Contract No: 16-013-BC10-BRA

SUMMARY OF COST:

Total this Change Order	\$19,197.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,366,754.00
Amount of Change Order No. 001	\$19,197.00
New Contract Sum:	\$6,385,951.00
Percentage of Change to Contract:	0.30 %

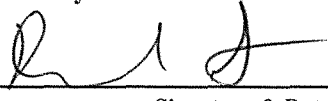
Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 001
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 14th day of November, ~~2017~~ ²⁰¹⁸

Requested By:


Signature & Date 10/2/18

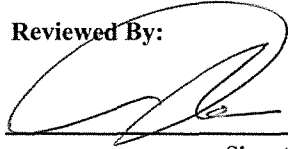
Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:


Signature & Date

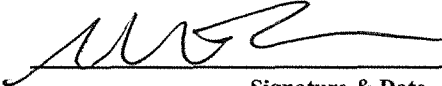
Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date 10/11/2018

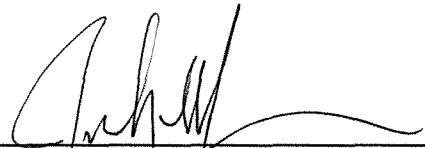
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:


Signature & Date 10-17-18

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:


Signature & Date 10/4/18

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:


Signature & Date 10/11/18

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-10

BID CATEGORY: 10, Metal Stud Framing/Drywall/Plaster

DOLLAR VALUE: \$ 6,366,754.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Brady Company/Los Angeles, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION: _____

Brady Company/Los Angeles, Inc.

Address: 1010 No. Olive Street, Anaheim, CA 92807

Phone: 714-533-9850

Fax: 714-533-7113

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Brady Company/Los Angeles, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 10, Metal Stud Framing/Drywall/Plaster

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages *per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.* It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-9, C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Six Million Three Hundred Sixty-Six Thousand Seven Hundred Fifty-Four and 00/100 Dollars

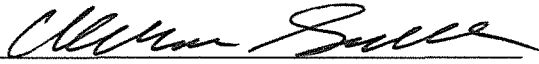
(\$ 6,366,754.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

BRADY COMPANY/LOS ANGELES, INC.

By: 

Title: President _____

Print Name: William Saddler _____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services _____

Print Name: Felipe R. Lopez _____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 4 [Errors/Omissions, Owner Added Scope, Unforeseen Conditions, Agency Driven Changes], (Bid No. 16P006, Category 10), Brady Company/Los Angeles, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 4 [Errors/Omissions, Owner Added Scope, Unforeseen Conditions, Agency Driven Changes] in the amount of \$8,066.28 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 4 will be \$8,066.28, increasing the contract amount to \$6,431,457.60. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Brady Company/Los Angeles, Inc. of Anaheim, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 10 represents the Metal Stud Framing/Drywall/Plaster element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 4 is \$8,066.28. The original contract amount approved by the Board was \$6,366,754. Therefore, Change Order No. 4 is in compliance with Public Contract Code Section 20659. Change Order No. 4 is due to correction of design errors/omissions by adding a duct shaft at the Building A, 1st floor boiler room to achieve fire rating; owner added scope consisted of providing an additional layer of waterproofing to the door jambs at the south elevation of Building A. The can lights at the north canopy of Building A were adjusted to line up with the joints at the ACM panels to provide for better uniformity and address the unforeseen issues. The agency driven changes were addressed by reframing the soffit at the Building B canopy to accommodate additional sprinkler heads and supports. Change Order No. 4 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 4.

	Change Order	Date	Amount	Percentage of Change
Pending	4	July 17, 2019	\$8,066.28	1.02%
Pending	3	July 17, 2019	\$13,754	0.89%
	2	May 1, 2019	\$23,686.32	0.67%
	1	November 14, 2018	\$19,197	0.3%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 4 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Change Order No. 3 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Change Order No. 2 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Change Order No. 1 to Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.
Contract No. 16P006-10 – Brady Company/Los Angeles, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: May 15, 2019

Prime Change Order No: 004

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 4.01

Bldg/Area: Bldg A.-Boiler Room Ceiling

Description: Added Duct Shaft at the Boiler Room of Bldg. A.

Reason: At Bldg. A 1st floor boiler room there was a duct shaft required through the metal deck up to the 2nd floor that as not shown on the drawings.

Benefit: Provide fire rating duct shaft to achieve fire rating.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$5,191.28**

Time Extension: **0 Work Days**

Item 4.02

Bldg/Area: Bldg A. South Elevation

Description: Added waterproofing at Bldg. A South elevation

Reason: At the South elevation of Bldg. A, added waterproofing was recommended by the waterproofing consultant to wrap the inside of the doors jambs.

Benefit: Added an addition layer of waterproofing to prevent water infiltration.

Request By: Owner

CO Type: Owner Change

Change Amount: **\$622.00**

Time Extension: **0 Work Days**

Item 4.03

Bldg/Area: Bldg A. North Canopy

Description: Move Can lights at Bldg. A North Canopy

Reason: The canopy lights needed to adjusted to line up with the joints at the ACM panels.

Benefit: Provided better uniformity

Request By: Owner

CO Type: Unforeseen Condition

Change Amount: **\$388.00**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 004
Contract No: 16-013-BC10-BRA

Item 4.04

Bldg/Area: Bldg. B Lobby Entrv

Description: Reframe Bldg. B exterior Canopy

Reason: Per the DSA field engineer there were additional sprinkler heads and supports required at Bldg. B canopy that leads to the main lobby. The soffit had to be reframe to accommodate additional sprinkler heads.

Benefit: Provide proper coverage at exterior canopy.

Request By: Owner

CO Type: Agency Driven Change

Change Amount: **\$1,865.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$8,066.28
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$56,637.32
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,423,391.32
Amount of Change Order No. 004	\$8,066.28
New Contract Sum:	\$6,431,457.60
Percentage of Change to Contract:	1.02 %

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 004
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:



5/15/19

Signature & Date

Brady Company
David Stelts Josh Nabors
1010 N. Olive St.
Anaheim, ca 92801

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:



6/11/2019

Signature & Date

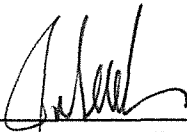
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:



06/05/19

Signature & Date

HMC Architects
Josh Glavin
Architect

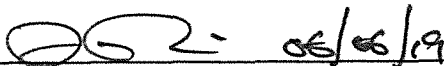
Reviewed By:



Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:



Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: May 8, 2019

Prime Change Order No: 003

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Bldg. D- Team Rooms

Description: Framing and drywall for added corridors for egress

Reason: The College requested that corridors be added to Bldg. D (Team Room Bldg.) to allow for egress from the Men's and Women's showers without exiting through the various team rooms.

Benefit: Provide egress from shower areas through designated corridors.

Request By: Owner

CO Type: Owner Change

Change Amount: **\$13,754.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$13,754.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$42,883.32
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,409,637.32
Amount of Change Order No. 003	\$13,754.00
New Contract Sum:	\$6,423,391.32
Percentage of Change to Contract:	0.89 %

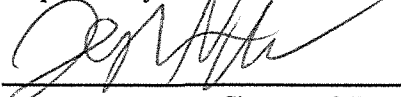
Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 003
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By: Josh Nabors, Project Manager



Signature & Date

Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:



Signature & Date 6/11/2019

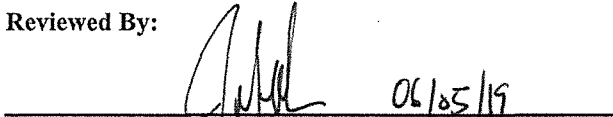
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:



Signature & Date 06/05/19

HMC Architects
Josh Glavin
Architect

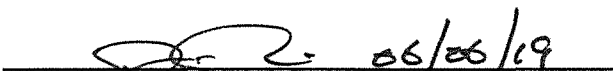
Reviewed By:



Signature & Date 6/5/19

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:



Signature & Date 06/06/19

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: March 19, 2019

Prime Change Order No: 002

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Bldg A and B

Description: Drywall removal and patch at all doors with card readers.

Reason: The contract documents did not show any power for the doors that had card readers at Bldg. A and B therefore drywall had to be removed and replaced to add conduit to the doors with card readers.

Benefit: Provide power to doors with card readers

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$19,692.00

Time Extension: 0 Work Days

Item 2.02

Bldg/Area: Bldg. A Stair #4

Description: Drywall around exposed stud hangers and beam at Stair#4

Reason: The beam and stud hangers at stir# 4 of building A was exposed. Since this is an interior stair drywall was used to box around the exposed structural steel elements. The contract documents originally showed the beam exposed.

Benefit: Cover exposed beam and stud hangers at interior stair.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$3,994.32

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 002
Contract No: 16-013-BC10-BRA

SUMMARY OF COST:

Total this Change Order	\$23,686.32
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$19,197.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,385,951.00
Amount of Change Order No. 002	\$23,686.32
New Contract Sum:	\$6,409,637.32
Percentage of Change to Contract:	0.67 %

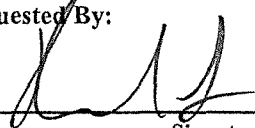
Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 002
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

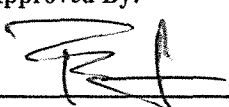
This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, ~~2017~~ ²⁰¹⁹

Requested By:

 3/20/19
Signature & Date

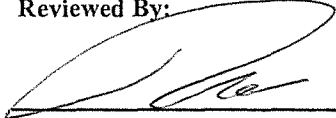
Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:

 5/2/2019
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/29/2019
Signature & Date

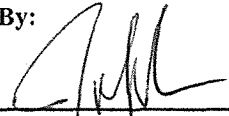
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 4-8-19
Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

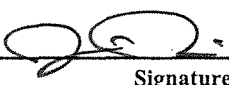
HMC Architects
Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Brady Company
1010 N. Olive St.
Anaheim, ca 92801

Date: October 02, 2018

Prime Change Order No: 001

Contract No: 16P006-10

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Health Wellness Building A

Description: Added ceiling supports at the Men's and Women's locker rooms due to the linear lights.

Reason: The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Add "C" channels was required to support the suspended gypsum board ceiling from the deck

Benefit: Provide structural support of the suspended ceiling.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$5,692.00

Time Extension: 0 Work Days

Item 1.02

Bldg/Area: Health Wellness Building A and Building D.

Description: Change drywall ceiling at Men's and Women's shower of Bldg. A and showers at Bldg. D to plaster ceiling

Reason: The contract documents call for a drywall ceiling at the showers in the building A Men's and Women's locker room and building D showers also. Drywall ceiling are not allowed at high humidity areas due to moisture and therefore the ceilings at the showers needs to be change to plaster.

Benefit: Prevents mold and paint from peeling at showers ceilings.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$13,505.00

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 001
Contract No: 16-013-BC10-BRA

SUMMARY OF COST:

Total this Change Order	\$19,197.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$6,366,754.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$6,366,754.00
Amount of Change Order No. 001	\$19,197.00
New Contract Sum:	\$6,385,951.00
Percentage of Change to Contract:	0.30 %

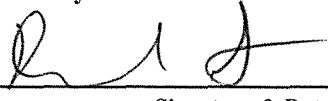
Project: Cerritos | Health & Wellness Complex
To: Brady Company

Prime Change Order No: 001
Contract No: 16-013-BC10-BRA

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 14th day of November, ~~2017~~ ²⁰¹⁸

Requested By:


Signature & Date 10/2/18

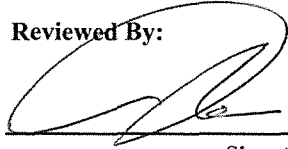
Brady Company
David Stelts
1010 N. Olive St.
Anaheim, ca 92801

Approved By:


Signature & Date

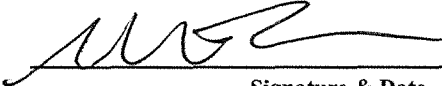
Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


Signature & Date 10/11/2018

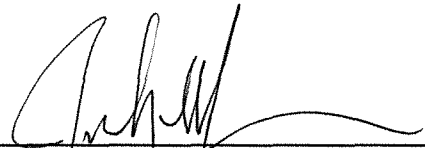
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:


Signature & Date 10-17-18

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:


Signature & Date 10/4/18

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:


Signature & Date 10/11/18

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-10

BID CATEGORY: 10, Metal Stud Framing/Drywall/Plaster

DOLLAR VALUE: \$ 6,366,754.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Brady Company/Los Angeles, Inc.

TERM: 1,132 Calendar days

TIME FOR COMPLETION: _____

Brady Company/Los Angeles, Inc.

Address: 1010 No. Olive Street, Anaheim, CA 92807

Phone: 714-533-9850

Fax: 714-533-7113

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Brady Company/Los Angeles, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 10, Metal Stud Framing/Drywall/Plaster

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages *per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work*. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-9, C-35 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Six Million Three Hundred Sixty-Six Thousand Seven Hundred Fifty-Four and 00/100 Dollars

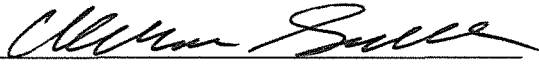
(\$ 6,366,754.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

BRADY COMPANY/LOS ANGELES, INC.

By: 

Title: President _____

Print Name: William Saddler _____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services _____

Print Name: Felipe R. Lopez _____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 4 [Errors/Omissions, Owner Added Scope], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 4 [Errors/Omissions, Owner Added Scope] in the amount of \$20,068.60 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 4 will be \$20,068.60, increasing the contract amount to \$5,439,541.63. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Taft Electric Company of Ventura, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 18 represents the Electrical/Communications/Fire Alarm element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 4 is \$20,068.60. The original contract amount approved by the Board was \$5,356,443. Therefore, Change Order No. 4 is in compliance with Public Contract Code Section 20659. Change Order No. 4 is due to the correction of errors/omissions by installing a new power feed, a subpanel, and breakers that would provide the proper power supply for washers and dryers at the equipment rooms, and providing power to the thermostat for the hot water heater tank. Owner added scope consisted of providing an additional lighting control panel for the exterior lights at Building B, adding a data connection in room 214A for the copy machine, and adding a data outlet in the conference center. Change Order No. 4 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 4.

	Change Order	Date	Amount	Percentage of Change
Pending	4	July 17, 2019	\$20,068.60	1.55%
	3	May 1, 2019	\$30,225.27	1.18%
	2	May 1, 2019	\$8,394.16	0.61%
	1	January 16, 2019	\$24,410.60	0.46%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 4 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 3 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 2 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 1 to Contract No. 16P006-18 – Taft Electric Company
Contract No. 16P006-18 – Taft Electric Company



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: April 16, 2019

Prime Change Order No: 004

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 4.01

Bldg/Area: BLDG A.-Kinesiology-1st Floor

Description: Provide proper power supply for washers and dryers at the Men's and Women's Equipment rooms shown correctly.

Reason: The manufacturer of the washers (2) and dryers (2) required 3P 208 and 1P (2-wire) 208 respectively that differs from what was shown on the contract documents. All power was already feed to the equipment so a new power feed had to be installed and from a subpanel with new breakers to provide proper electrical phasing.

Benefit: Provide correct power so that the dryers and washers could work properly.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$10,794.00**

Time Extension: 0 Work Days

Item 4.02

Bldg/Area: BLDG B

Description: Added lighting control panel to integrate with the EMS system as requested by the Owner.

Reason: An added lighting control panel was required to control the exterior lights at Bldg. B

Benefit: Provide control to Bldg. B lighting through the energy management system

Request By: Owner

CO Type: Owner Change

Change Amount: **\$2,992.00**

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

Item 4.03

Bldg/Area: Bldg. A 1st Boiler Room

Description: Provide Power to the Thermostat for Water Heater Tank

Reason: The water heater tank came with a thermostat to control that required 120 volt power that was not shown on the electrical plans.

Benefit: Provide power for the T Stat for the water heater tank so that the temperature can be regulated.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$1,615.00

Time Extension: 0 Work Days

Item 4.04

Bldg/Area: BLDG A 2nd FloorOffice Suite

Description: Added Data for Copy Machine on the 2nd Floor

Reason: Data was added at room 214A for the Owner supplied copier

Benefit: Data connection for copier to be used by office staff.

Request By: Owner

CO Type: Owner Change

Change Amount: \$2,230.01

Time Extension: 0 Work Days

Item 4.05

Bldg/Area: Conference Center

Description: Added data outlet required on Glass wall

Reason: A data outlet was requested by the Owner on the west storefront wall of the Conference Center for future use.

Benefit: Data outlet for future use

Request By: Owner

CO Type: Owner Change

Change Amount: \$2,437.59

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

SUMMARY OF COST:

Total this Change Order	\$20,068.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$63,030.03
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,419,473.03
Amount of Change Order No. 004	\$20,068.60
New Contract Sum:	\$5,439,541.63
Percentage of Change to Contract:	1.55 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

 4/17/2019

Signature & Date

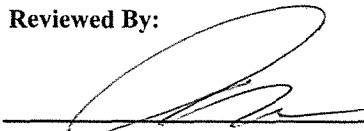
Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019
Signature & Date

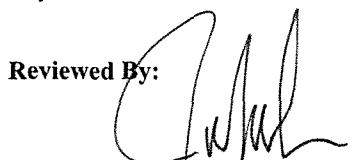
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 04/29/19
Signature & Date

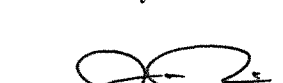
HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/06/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

CO# 3 IS/WASA
UNILATERAL CO.


The newly reflected contract value is not accurate as it does not reflect full compensation for change order #3.

See change order #3 notes for reference.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: May 01, 2019

Prime Change Order No: 003

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Grade Beams at Bldg. A

Description: Installation of Electrical Ductbank under grade beam at Bldg. A.

Reason: The sequencing of the electrical utility ductbank was changed due to unforeseen transite pipe. Original schedule showed the underground electrical that feeds the building being installed prior to the grade beams being installed. This cost was to dig under the grade beams at Bldg. A

Benefit: Advance the schedule along the critical path in order not to delay the steel erection.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: \$30,225.27

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$30,225.27
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$32,804.76
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,389,247.76
Amount of Change Order No. 003	\$30,225.27
New Contract Sum:	\$5,419,473.03
Percentage of Change to Contract:	1.18 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 003
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on the 1st day of May, ~~2017~~ ²⁰¹⁹

Requested By:

Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date 4-8-19

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: May 01, 2019

Prime Change Order No: 002

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Bldg. A and B

Description: Added conduit for power supply box used for the electrified door hardware fore the card readers

Reason: The contract documents did not show any power going to the power supply used for the door hardware. The power is required to operate the doors with electrified hardware.

Benefit: Provided power to door power supplies.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$4,762.16**

Time Extension: **0 Work Days**

Item 2.02

Bldg/Area: Bldg A. Locker Rooms

Description: Added Exit Signs required by DSA at Men's and Women's faculty locker rooms and Men's and Women's Locker rooms.

Reason: Per the DSA field engineer the Men's and Women's faculty locker rooms and the Men's and Women's Locker room require added exit signs.

Benefit: Provide directional Egress from the locker rooms.

Request By: Owner

CO Type: Agency Driven Change

Change Amount: **\$3,081.00**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 002
Contract No: 16-013-BC18-TAF

Item 2.03

Bldg/Area: Bldg. A 1st Floor Data Room
Description: Added power to Building Management Panel
Reason: The contract documents did not show power required to the Building Management System panel and new conduit and wire was added to provide power.
Benefit: Provide power to the Building Management System panel.
Request By: Architect
CO Type: Design Errors / Omissions

Change Amount: \$551.00

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$8,394.16
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$24,410.60
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,380,853.60
Amount of Change Order No. 002	\$8,394.16
New Contract Sum:	\$5,389,247.76
Percentage of Change to Contract:	0.61 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 002
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

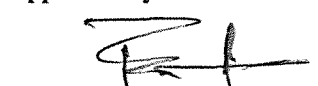
This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, ~~2017~~ ²⁰¹⁹

Requested By:

 3/19/2019
Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

 5/2/19
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/24/2019
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 4-8-19
Signature & Date

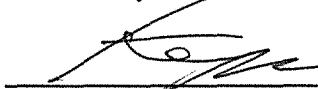
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: November 13, 2019

Prime Change Order No: 001

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Health Wellness Building A

Description: Added light spacing to separate each 40 feet linear fixture at the Men's and Women's Locker room ceiling every 8 feet.

Reason: The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Each 40ft linear fixture at the Men's and Women's locker rooms had to be separated every 8ft and therefore the fixtures were modified to add end caps and jumpers

Benefit: Provide structural support of the suspended ceiling and still install linear lighting.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$7,669.24**

Time Extension: **0 Work Days**

Item

Bldg/Area: Bldg. A 212 Lobby

Description: Add outlet and basefeeds required for Owner supplied workstation at room 212A

Reason: The original floor outlet per the contract documents that was installed did not work with the workstation supplied by the Owner. An added outlet was required for the workstation and connection of (2) basefeeds

Benefit: Provide necessary power for the workstation

Request By: Owner

CO Type: Owner Change

Change Amount: **\$5,005.83**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 001
Contract No: 16-013-BC18-TAF

Item

Bldg/Area: Men's and Women's Locker Room & Facility

Description: Add Trim for Flush Lights at the Men's and Women's locker room and the Men's and Women's Facility Locker Rooms

Reason: The lights that are specified are flush mount and require a trim piece in order to conceal the gap between the light and the edge of the drywall

Benefit: Conceal gap between the drywall and the light fixture in order to create a finish look.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$11,735.53**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$24,410.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,356,443.00
Amount of Change Order No. 001	\$24,410.60
New Contract Sum:	\$5,380,853.60
Percentage of Change to Contract:	0.46 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 001
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 16th day of January, ²⁰¹⁹2017

Requested By:


Signature & Date 11/14/2018

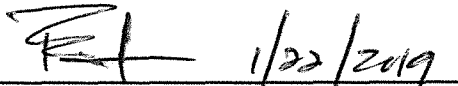
Taft Electric Company

Chris Stevens

1694 Eastman Avenue

VENTURA, CA 93003

Approved By:


Signature & Date 1/22/2019

Cerritos College

Felipe Lopez

Vice President of Business Services

Reviewed By:

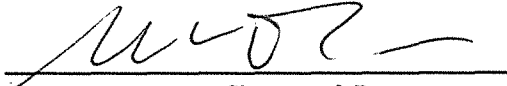

Signature & Date 11/17/2018

Cerritos College

David C. Moore, Director of the

Physical Plant & Construction Services

Reviewed By:

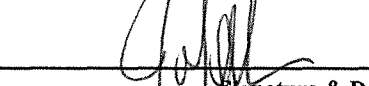

Signature & Date 12-20-18

Cerritos College

Mark B. Logan, Director of Purchasing &

Contract Administration

Reviewed By:

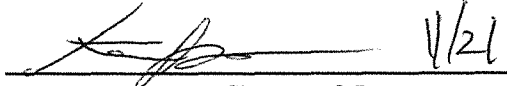

Signature & Date 11/21/18

HMC Architects

Josh Glavin

Architect

Reviewed By: KEVIN JONES

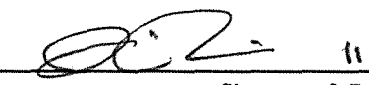

Signature & Date 1/21/19

Tilden-Coil Constructors, Inc.

Kevin Jones

Project Manager

Reviewed By:


Signature & Date 11/29/18

Tilden-Coil Constructors, Inc.

Jimmy Riordan

Program Manager



RECEIVED

MAR 06 2017

TAFT ELECTRIC CO.

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-18

BID CATEGORY: 18, Electrical/Communications/Fire Alarm

DOLLAR VALUE: \$ 5,356,443.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Taft Electric Company

TERM: 1,132 Calendar days

TIME FOR COMPLETION: 1132 Calendar Days

Taft Electric Company

Address: 1694 Eastman Avenue, Ventura, CA 93003
Phone: 805-642-0121
Fax: 805-650-9015

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 18, Electrical/Communications/Fire Alarm

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Three Hundred Fifty-Six Thousand Four Hundred Forty-Three and 00/100 Dollars

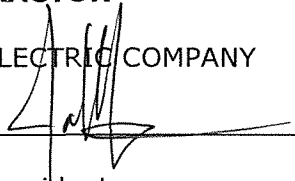
(\$ 5,356,443.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

TAFT ELECTRIC COMPANY

By: _____

Title: President_____

Print Name: James Marsh_____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services_____

Print Name: Felipe R. Lopez_____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 5 [Deductive Credit], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 5 [Deductive Credit] in the deductive amount of \$4,242 for the Health and Wellness Complex project.

FISCAL IMPACT

The deductive amount from Change Order No. 5 will be \$4,242, decreasing the contract amount to \$5,435,299.63. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Taft Electric Company of Ventura, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 18 represents the Electrical/Communications/Fire Alarm element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 5 is \$4,242. The original contract amount approved by the Board was \$5,356,443. Therefore, Change Order No. 5 is in compliance with Public Contract Code Section 20659. Change Order No. 5 is due to Taft Electric Company providing the incorrect anchor bolt layout for the light bollard cages which required replacement and revision by K.A.R. Construction, Inc. This can be referenced per the submitted Change Order No. 1 by K.A.R. Construction, Inc. Change Order No. 5 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 5.

	Change Order	Date	Amount	Percentage of Change
Pending	5	July 17, 2019	(\$4,242)	1.47%
Pending	4	July 17, 2019	\$20,068.60	1.55%
	3	May 1, 2019	\$30,225.27	1.18%
	2	May 1, 2019	\$8,394.16	0.61%
	1	January 16, 2019	\$24,410.60	0.46%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 5 to Contract No. 16P008-18 – Taft Electric Company
Change Order No. 4 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 3 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 2 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 1 to Contract No. 16P006-18 – Taft Electric Company
Contract No. 16P006-18 – Taft Electric Company



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: April 15, 2019

Prime Change Order No: 005

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 5.01

Bldg/Area: Phase 1 Site

Description: Removal and replacement of anchor bolts at and revise reabr cages at light bollard footings.

Reason: Taft Electric provided incorrect anchor bolt layout and all of the light bollard cages needed to be revised. Net zero cost to the District

Benefit: Corrected Light Bollard Cages

Request By: Construction Manager

CO Type: Backcharges

Change Amount: **\$ (4,242.00)**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$ (4,242.00)
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$83,098.63
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,439,541.63
Amount of Change Order No. 005	\$ (4,242.00)
New Contract Sum:	\$5,435,299.63
Percentage of Change to Contract:	1.47 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

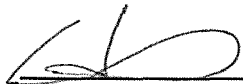
Prime Change Order No: 005
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

 4/17/2019

Signature & Date

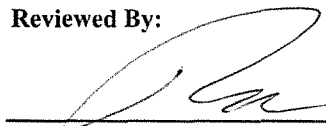
Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019

Signature & Date

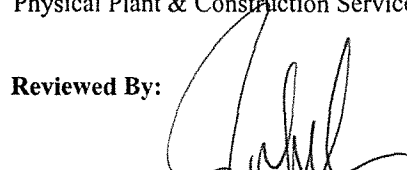
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

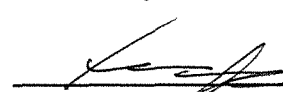
Reviewed By:

 8/29/19

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/06/19

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: April 16, 2019

Prime Change Order No: 004

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 4.01

Bldg/Area: BLDG A.-Kinesiology-1st Floor

Description: Provide proper power supply for washers and dryers at the Men's and Women's Equipment rooms shown correctly.

Reason: The manufacturer of the washers (2) and dryers (2) required 3P 208 and 1P (2-wire) 208 respectively that differs from what was shown on the contract documents. All power was already feed to the equipment so a new power feed had to be installed and from a subpanel with new breakers to provide proper electrical phasing.

Benefit: Provide correct power so that the dryers and washers could work properly.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$10,794.00**

Time Extension: 0 Work Days

Item 4.02

Bldg/Area: BLDG B

Description: Added lighting control panel to integrate with the EMS system as requested by the Owner.

Reason: An added lighting control panel was required to control the exterior lights at Bldg. B

Benefit: Provide control to Bldg. B lighting through the energy management system

Request By: Owner

CO Type: Owner Change

Change Amount: **\$2,992.00**

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

Item 4.03

Bldg/Area: Bldg. A 1st Boiler Room

Description: Provide Power to the Thermostat for Water Heater Tank

Reason: The water heater tank came with a thermostat to control that required 120 volt power that was not shown on the electrical plans.

Benefit: Provide power for the T Stat for the water heater tank so that the temperature can be regulated.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$1,615.00

Time Extension: 0 Work Days

Item 4.04

Bldg/Area: BLDG A 2nd FloorOffice Suite

Description: Added Data for Copy Machine on the 2nd Floor

Reason: Data was added at room 214A for the Owner supplied copier

Benefit: Data connection for copier to be used by office staff.

Request By: Owner

CO Type: Owner Change

Change Amount: \$2,230.01

Time Extension: 0 Work Days

Item 4.05

Bldg/Area: Conference Center

Description: Added data outlet required on Glass wall

Reason: A data outlet was requested by the Owner on the west storefront wall of the Conference Center for future use.

Benefit: Data outlet for future use

Request By: Owner

CO Type: Owner Change

Change Amount: \$2,437.59

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

SUMMARY OF COST:

Total this Change Order	\$20,068.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$63,030.03
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,419,473.03
Amount of Change Order No. 004	\$20,068.60
New Contract Sum:	\$5,439,541.63
Percentage of Change to Contract:	1.55 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

 4/17/2019

Signature & Date

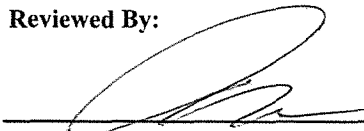
Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019
Signature & Date

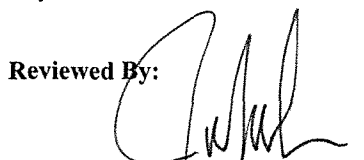
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 04/29/19
Signature & Date

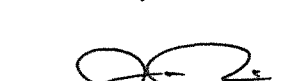
HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/06/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

CO# 3 IS/WASA
UNILATERAL CO.


The newly reflected contract value is not accurate as it does not reflect full compensation for change order #3.

See change order #3 notes for reference.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: May 01, 2019

Prime Change Order No: 003

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Grade Beams at Bldg. A

Description: Installation of Electrical Ductbank under grade beam at Bldg. A.

Reason: The sequencing of the electrical utility ductbank was changed due to unforeseen transite pipe. Original schedule showed the underground electrical that feeds the building being installed prior to the grade beams being installed. This cost was to dig under the grade beams at Bldg. A

Benefit: Advance the schedule along the critical path in order not to delay the steel erection.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: \$30,225.27

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$30,225.27
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$32,804.76
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,389,247.76
Amount of Change Order No. 003	\$30,225.27
New Contract Sum:	\$5,419,473.03
Percentage of Change to Contract:	1.18 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 003
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on the 1st day of May, ~~2017~~ ²⁰¹⁹

Requested By:

Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date 4-8-19

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: May 01, 2019

Prime Change Order No: 002

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Bldg. A and B

Description: Added conduit for power supply box used for the electrified door hardware fore the card readers

Reason: The contract documents did not show any power going to the power supply used for the door hardware. The power is required to operate the doors with electrified hardware.

Benefit: Provided power to door power supplies.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$4,762.16**

Time Extension: **0 Work Days**

Item 2.02

Bldg/Area: Bldg A. Locker Rooms

Description: Added Exit Signs required by DSA at Men's and Women's faculty locker rooms and Men's and Women's Locker rooms.

Reason: Per the DSA field engineer the Men's and Women's faculty locker rooms and the Men's and Women's Locker room require added exit signs.

Benefit: Provide directional Egress from the locker rooms.

Request By: Owner

CO Type: Agency Driven Change

Change Amount: **\$3,081.00**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 002
Contract No: 16-013-BC18-TAF

Item 2.03

Bldg/Area: Bldg. A 1st Floor Data Room
Description: Added power to Building Management Panel
Reason: The contract documents did not show power required to the Building Management System panel and new conduit and wire was added to provide power.
Benefit: Provide power to the Building Management System panel.
Request By: Architect
CO Type: Design Errors / Omissions

Change Amount: \$551.00

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$8,394.16
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$24,410.60
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,380,853.60
Amount of Change Order No. 002	\$8,394.16
New Contract Sum:	\$5,389,247.76
Percentage of Change to Contract:	0.61 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 002
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

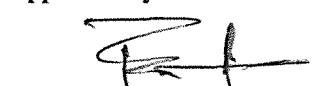
This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, 2019

Requested By:

 3/19/2019
Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

 5/2/19
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/24/2019
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 4-8-19
Signature & Date

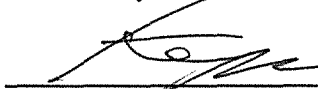
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: November 13, 2019

Prime Change Order No: 001

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Health Wellness Building A

Description: Added light spacing to separate each 40 feet linear fixture at the Men's and Women's Locker room ceiling every 8 feet.

Reason: The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Each 40ft linear fixture at the Men's and Women's locker rooms had to be separated every 8ft and therefore the fixtures were modified to add end caps and jumpers

Benefit: Provide structural support of the suspended ceiling and still install linear lighting.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$7,669.24**

Time Extension: **0 Work Days**

Item

Bldg/Area: Bldg. A 212 Lobby

Description: Add outlet and basefeeds required for Owner supplied workstation at room 212A

Reason: The original floor outlet per the contract documents that was installed did not work with the workstation supplied by the Owner. An added outlet was required for the workstation and connection of (2) basefeeds

Benefit: Provide necessary power for the workstation

Request By: Owner

CO Type: Owner Change

Change Amount: **\$5,005.83**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 001
Contract No: 16-013-BC18-TAF

Item

Bldg/Area: Men's and Women's Locker Room & Facility

Description: Add Trim for Flush Lights at the Men's and Women's locker room and the Men's and Women's Facility Locker Rooms

Reason: The lights that are specified are flush mount and require a trim piece in order to conceal the gap between the light and the edge of the drywall

Benefit: Conceal gap between the drywall and the light fixture in order to create a finish look.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$11,735.53**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$24,410.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,356,443.00
Amount of Change Order No. 001	\$24,410.60
New Contract Sum:	\$5,380,853.60
Percentage of Change to Contract:	0.46 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 001
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 16th day of January, ²⁰¹⁹2017

Requested By:


Signature & Date 11/14/2018

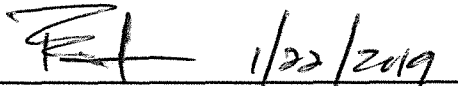
Taft Electric Company

Chris Stevens

1694 Eastman Avenue

VENTURA, CA 93003

Approved By:


Signature & Date 1/22/2019

Cerritos College

Felipe Lopez

Vice President of Business Services

Reviewed By:

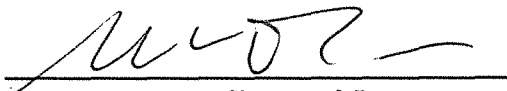

Signature & Date 11/17/2018

Cerritos College

David C. Moore, Director of the

Physical Plant & Construction Services

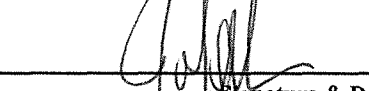
Reviewed By:


Signature & Date 12-20-18

Cerritos College

Mark B. Logan, Director of Purchasing &
Contract Administration

Reviewed By:

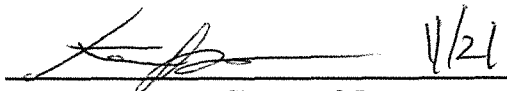

Signature & Date 11/21/18

HMC Architects

Josh Glavin

Architect

Reviewed By: KEVIN JONES


Signature & Date 1/21/19

Tilden-Coil Constructors, Inc.

Kevin Jones

Project Manager

Reviewed By:


Signature & Date 11/29/18

Tilden-Coil Constructors, Inc.

Jimmy Riordan

Program Manager



RECEIVED

MAR 06 2017

TAFT ELECTRIC CO.

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-18

BID CATEGORY: 18, Electrical/Communications/Fire Alarm

DOLLAR VALUE: \$ 5,356,443.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Taft Electric Company

TERM: 1,132 Calendar days

TIME FOR COMPLETION: 1132 Calendar Days

Taft Electric Company

Address: 1694 Eastman Avenue, Ventura, CA 93003

Phone: 805-642-0121

Fax: 805-650-9015

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 18, Electrical/Communications/Fire Alarm

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Three Hundred Fifty-Six Thousand Four Hundred Forty-Three and 00/100 Dollars

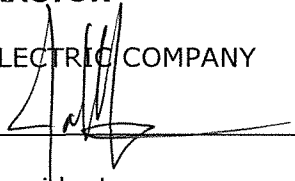
(\$ 5,356,443.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

TAFT ELECTRIC COMPANY

By: _____

Title: President_____

Print Name: James Marsh_____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services_____

Print Name: Felipe R. Lopez_____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**
Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 6 [Deductive Credit], (Bid No. 16P006, Category 18), Taft Electric Company, Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees approve Change Order No. 6 [Deductive Credit] in the deductive amount of \$43,797.78 for the Health and Wellness Complex project.

FISCAL IMPACT

The deductive amount from Change Order No. 6 will be \$43,797.78, decreasing the contract amount to \$5,391,501.85. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On March 1, 2017, the Board awarded a contract to Taft Electric Company of Ventura, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 18 represents the Electrical/Communications/Fire Alarm element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total deductive amount for the attached item in Change Order No. 6 is \$43,797.78. The original contract amount approved by the Board was \$5,356,443. Therefore, Change Order No. 6 is in compliance with Public Contract Code Section 20659. Change Order No. 6 is due to Taft Electric Company failing to remove their spoils that resulted from the installation of underground trench lines in the location along the Building A and Student Center sites. K.A.R. Construction, Inc. and Southern California Grading, Inc. provided the regrading services in the respective areas on behalf of Taft Electric Company; this can be referenced per the submitted Change Order No. 2 by K.A.R. Construction, Inc. and Change Order No. 3 by Southern California Grading, Inc. Change Order No. 6 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 6.

	Change Order	Date	Amount	Percentage of Change
Pending	6	July 17, 2019	(\$43,797.78)	0.65%
Pending	5	July 17, 2019	(\$4,242)	1.47%
Pending	4	July 17, 2019	\$20,068.60	1.55%
	3	May 1, 2019	\$30,225.27	1.18%
	2	May 1, 2019	\$8,394.16	0.61%
	1	January 16, 2019	\$24,410.60	0.46%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 6 to Contract No. 16P008-18 – Taft Electric Company
Change Order No. 5 to Contract No. 16P008-18 – Taft Electric Company
Change Order No. 4 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 3 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 2 to Contract No. 16P006-18 – Taft Electric Company
Change Order No. 1 to Contract No. 16P006-18 – Taft Electric Company
Contract No. 16P006-18 – Taft Electric Company



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: April 24, 2019

Prime Change Order No: 006

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Phase 1 Site

Description: Regrade site along the East and South of Bldg. A.

Reason: The site along the East and the South of Bldg. A was left 8" high by the electrical contractor after they installed their underground electrical and had to be regraded. The electrical contractor (Taft) did not remove any of their spoils that were a result of the underground electrical lines. Net zero cost to District, add of \$25,824.50 to bid category #3- (KARR Construction)- (CO#2).

Benefit: Re-establish rough grades to the proper elevation that they were left at prior to the electrician running their utility lines.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: \$(25,825.50)

Time Extension: 0 Work Days

Item

Bldg/Area: Northwest Site and Fire Lane along Student Center

Description: Regrade site at the Northwest Corner and the West fire lane along the Student Center

Reason: The site grade at the Northwest corner and West fire lane along the Student Center was left high by the electrical contractor after they installed thier underground electrical and had to be regraded. The electrical contractor (Taft) did not remove any of their spoils that were a result of he underground electrical trench lines that were installed in those areas. Net zero cost to District, add of \$25,824.50 to bid category #1- (SoCal Grading)- (CO#3).

Benefit: Re-establish rough grades to the proper elevation that they were left at prior to the electrician running their utility lines.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: \$(17,972.28)

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 006
Contract No: 16-013-BC18-TAF

SUMMARY OF COST:

Total this Change Order	\$(43,797.78)
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$78,856.63
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,435,299.63
Amount of Change Order No. 006	\$(43,797.78)
New Contract Sum:	\$5,391,501.85
Percentage of Change to Contract:	0.65 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 006
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By: (*SEE NOTE)

Approved By:

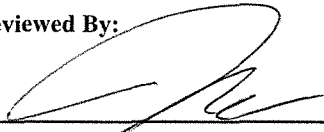
Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:


6/11/2019
Signature & Date

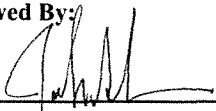
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

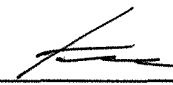
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:


6/16/19
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:


6/6/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:


06/17/19
Signature & Date

Tilden-Coil Constructors, Inc.

Jimmy Riordan
Program Manager

* UNILATERAL C.O. AS
CONTRACTOR REFUSES
TO SIGN. 



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: April 15, 2019

Prime Change Order No: 005

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 5.01

Bldg/Area: Phase 1 Site

Description: Removal and replacement of anchor bolts at and revise reabr cages at light bollard footings.

Reason: Taft Electric provided incorrect anchor bolt layout and all of the light bollard cages needed to be revised. Net zero cost to the District

Benefit: Corrected Light Bollard Cages

Request By: Construction Manager

CO Type: Backcharges

Change Amount: **\$ (4,242.00)**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$ (4,242.00)
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$83,098.63
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,439,541.63
Amount of Change Order No. 005	\$ (4,242.00)
New Contract Sum:	\$5,435,299.63
Percentage of Change to Contract:	1.47 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

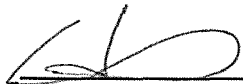
Prime Change Order No: 005
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

 4/17/2019

Signature & Date

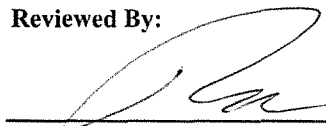
Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019

Signature & Date

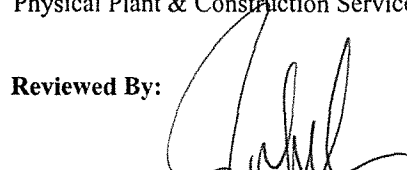
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

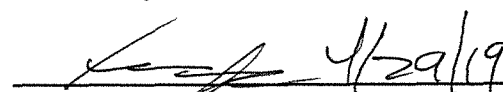
Reviewed By:

 8/29/19

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/06/19

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: April 16, 2019

Prime Change Order No: 004

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 4.01

Bldg/Area: BLDG A.-Kinesiology-1st Floor

Description: Provide proper power supply for washers and dryers at the Men's and Women's Equipment rooms shown correctly.

Reason: The manufacturer of the washers (2) and dryers (2) required 3P 208 and 1P (2-wire) 208 respectively that differs from what was shown on the contract documents. All power was already feed to the equipment so a new power feed had to be installed and from a subpanel with new breakers to provide proper electrical phasing.

Benefit: Provide correct power so that the dryers and washers could work properly.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$10,794.00**

Time Extension: 0 Work Days

Item 4.02

Bldg/Area: BLDG B

Description: Added lighting control panel to integrate with the EMS system as requested by the Owner.

Reason: An added lighting control panel was required to control the exterior lights at Bldg. B

Benefit: Provide control to Bldg. B lighting through the energy management system

Request By: Owner

CO Type: Owner Change

Change Amount: **\$2,992.00**

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

Item 4.03

Bldg/Area: Bldg. A 1st Boiler Room

Description: Provide Power to the Thermostat for Water Heater Tank

Reason: The water heater tank came with a thermostat to control that required 120 volt power that was not shown on the electrical plans.

Benefit: Provide power for the T Stat for the water heater tank so that the temperature can be regulated.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$1,615.00

Time Extension: 0 Work Days

Item 4.04

Bldg/Area: BLDG A 2nd FloorOffice Suite

Description: Added Data for Copy Machine on the 2nd Floor

Reason: Data was added at room 214A for the Owner supplied copier

Benefit: Data connection for copier to be used by office staff.

Request By: Owner

CO Type: Owner Change

Change Amount: \$2,230.01

Time Extension: 0 Work Days

Item 4.05

Bldg/Area: Conference Center

Description: Added data outlet required on Glass wall

Reason: A data outlet was requested by the Owner on the west storefront wall of the Conference Center for future use.

Benefit: Data outlet for future use

Request By: Owner

CO Type: Owner Change

Change Amount: \$2,437.59

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

SUMMARY OF COST:

Total this Change Order	\$20,068.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$63,030.03
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,419,473.03
Amount of Change Order No. 004	\$20,068.60
New Contract Sum:	\$5,439,541.63
Percentage of Change to Contract:	1.55 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 004
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of

Trustees on the _____ day of _____, 2017

Requested By:

 4/17/2019

See comments
below

Signature & Date

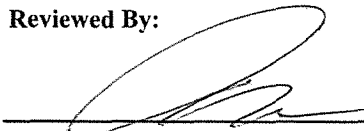
Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019
Signature & Date

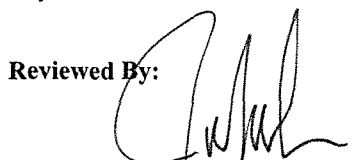
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 04/29/19
Signature & Date

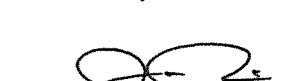
HMC Architects
Josh Glavin
Architect

Reviewed By:

 4/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/06/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

CO# 3 IS/WASA
UNILATERAL CO.


The newly reflected contract value is not accurate as it does not reflect full compensation for change order #3.

See change order #3 notes for reference.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: May 01, 2019

Prime Change Order No: 003

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 3.01

Bldg/Area: Grade Beams at Bldg. A

Description: Installation of Electrical Ductbank under grade beam at Bldg. A.

Reason: The sequencing of the electrical utility ductbank was changed due to unforeseen transite pipe. Original schedule showed the underground electrical that feeds the building being installed prior to the grade beams being installed. This cost was to dig under the grade beams at Bldg. A

Benefit: Advance the schedule along the critical path in order not to delay the steel erection.

Request By: Construction Manager

CO Type: Unforeseen Condition

Change Amount: \$30,225.27

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$30,225.27
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$32,804.76
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,389,247.76
Amount of Change Order No. 003	\$30,225.27
New Contract Sum:	\$5,419,473.03
Percentage of Change to Contract:	1.18 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 003
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on the 1st day of May, ~~2017~~ ²⁰¹⁹

Requested By:

Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date 4-8-19

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: May 01, 2019

Prime Change Order No: 002

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Bldg. A and B

Description: Added conduit for power supply box used for the electrified door hardware fore the card readers

Reason: The contract documents did not show any power going to the power supply used for the door hardware. The power is required to operate the doors with electrified hardware.

Benefit: Provided power to door power supplies.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: \$4,762.16

Time Extension: 0 Work Days

Item 2.02

Bldg/Area: Bldg A. Locker Rooms

Description: Added Exit Signs required by DSA at Men's and Women's faculty locker rooms and Men's and Women's Locker rooms.

Reason: Per the DSA field engineer the Men's and Women's faculty locker rooms and the Men's and Women's Locker room require added exit signs.

Benefit: Provide directional Egress from the locker rooms.

Request By: Owner

CO Type: Agency Driven Change

Change Amount: \$3,081.00

Time Extension: 0 Work Days

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 002
Contract No: 16-013-BC18-TAF

Item 2.03

Bldg/Area: Bldg. A 1st Floor Data Room
Description: Added power to Building Management Panel
Reason: The contract documents did not show power required to the Building Management System panel and new conduit and wire was added to provide power.
Benefit: Provide power to the Building Management System panel.
Request By: Architect
CO Type: Design Errors / Omissions

Change Amount: \$551.00

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order	\$8,394.16
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$24,410.60
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,380,853.60
Amount of Change Order No. 002	\$8,394.16
New Contract Sum:	\$5,389,247.76
Percentage of Change to Contract:	0.61 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 002
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

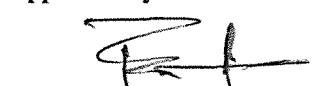
This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, 2019

Requested By:

 3/19/2019
Signature & Date

Taft Electric Company
Chris Stevens
1694 Eastman Avenue
VENTURA, CA 93003

Approved By:

 5/2/19
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/24/2019
Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 4-8-19
Signature & Date

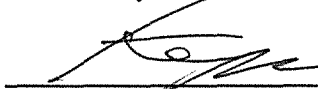
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Taft Electric Company
1694 Eastman Avenue
VENTURA, CA 93003

Date: November 13, 2019

Prime Change Order No: 001

Contract No: 16P006-18

Board Action: Ratification

SUMMARY OF CHANGES:

Item

Bldg/Area: Health Wellness Building A

Description: Added light spacing to separate each 40 feet linear fixture at the Men's and Women's Locker room ceiling every 8 feet.

Reason: The linear lighting in the Men's and Women's locker rooms created a "floating" ceiling that broke apart the continuity of the ceiling and caused the ceiling to sag. Each 40ft linear fixture at the Men's and Women's locker rooms had to be separated every 8ft and therefore the fixtures were modified to add end caps and jumpers

Benefit: Provide structural support of the suspended ceiling and still install linear lighting.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$7,669.24**

Time Extension: **0 Work Days**

Item

Bldg/Area: Bldg. A 212 Lobby

Description: Add outlet and basefeeds required for Owner supplied workstation at room 212A

Reason: The original floor outlet per the contract documents that was installed did not work with the workstation supplied by the Owner. An added outlet was required for the workstation and connection of (2) basefeeds

Benefit: Provide necessary power for the workstation

Request By: Owner

CO Type: Owner Change

Change Amount: **\$5,005.83**

Time Extension: **0 Work Days**

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 001
Contract No: 16-013-BC18-TAF

Item

Bldg/Area: Men's and Women's Locker Room & Facility

Description: Add Trim for Flush Lights at the Men's and Women's locker room and the Men's and Women's Facility Locker Rooms

Reason: The lights that are specified are flush mount and require a trim piece in order to conceal the gap between the light and the edge of the drywall

Benefit: Conceal gap between the drywall and the light fixture in order to create a finish look.

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$11,735.53**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$24,410.60
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$5,356,443.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$5,356,443.00
Amount of Change Order No. 001	\$24,410.60
New Contract Sum:	\$5,380,853.60
Percentage of Change to Contract:	0.46 %

Project: Cerritos | Health & Wellness Complex
To: Taft Electric Company

Prime Change Order No: 001
Contract No: 16-013-BC18-TAF

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 16th day of January, ²⁰¹⁹2017

Requested By:


Signature & Date 11/14/2018

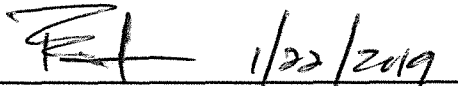
Taft Electric Company

Chris Stevens

1694 Eastman Avenue

VENTURA, CA 93003

Approved By:


Signature & Date 1/22/2019

Cerritos College

Felipe Lopez

Vice President of Business Services

Reviewed By:

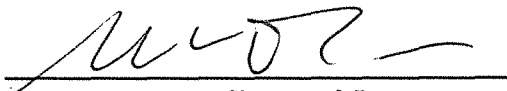

Signature & Date 11/17/2018

Cerritos College

David C. Moore, Director of the

Physical Plant & Construction Services

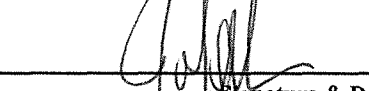
Reviewed By:


Signature & Date 12-20-18

Cerritos College

Mark B. Logan, Director of Purchasing &
Contract Administration

Reviewed By:

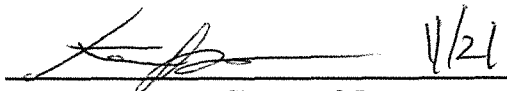

Signature & Date 11/21/18

HMC Architects

Josh Glavin

Architect

Reviewed By: KEVIN JONES


Signature & Date 1/21/19

Tilden-Coil Constructors, Inc.

Kevin Jones

Project Manager

Reviewed By:


Signature & Date 11/29/18

Tilden-Coil Constructors, Inc.

Jimmy Riordan

Program Manager



RECEIVED

MAR 06 2017

TAFT ELECTRIC CO.

PROJECT: Health and Wellness Complex / BID NO.: 16P006

DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-18

BID CATEGORY: 18, Electrical/Communications/Fire Alarm

DOLLAR VALUE: \$ 5,356,443.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Taft Electric Company

TERM: 1,132 Calendar days

TIME FOR COMPLETION: 1132 Calendar Days

Taft Electric Company

Address: 1694 Eastman Avenue, Ventura, CA 93003
Phone: 805-642-0121
Fax: 805-650-9015

AGREEMENT FORM

This Agreement is made and entered into this **3rd day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Taft Electric Company** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P006, Health and Wellness Complex**
Category 18, Electrical/Communications/Fire Alarm

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Three Hundred Fifty-Six Thousand Four Hundred Forty-Three and 00/100 Dollars

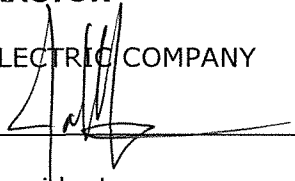
(\$ 5,356,443.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

TAFT ELECTRIC COMPANY

By: _____

Title: President_____

Print Name: James Marsh_____

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services_____

Print Name: Felipe R. Lopez_____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
FRESNO UNIFIED SCHOOL DISTRICT
ON BEHALF OF
DUNCAN POLYTECHNICAL HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Fresno Unified School District on behalf of Duncan Polytechnical High School**, (herein after referred to as "DPHS" or "Sub-Contractor"), a high school with its principal place of business at 4330 East Garland, Fresno, CA 93726, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

**FRESNO UNIFIED SCHOOL DISTRICT ON
BEHALF OF DUNCAN POLYTECHNICAL
HIGH SCHOOL**

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

Representative: _____
(Name & Title)

Tel: _____

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**FRESNO UNIFIED SCHOOL DISTRICT ON
BEHALF OF DUNCAN POLYTECHNICAL HIGH
SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Change Order No. 3 [Unforeseen Conditions], (Bid No. 16P012, Category 19), Preferred Landscape, Inc., Health and Wellness Complex

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Conditions] in the amount of \$5,420 for the Health and Wellness Complex project.

FISCAL IMPACT

The amount from Change Order No. 3 will be \$5,420, increasing the contract amount to \$443,857. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On June 7, 2017, the Board awarded a contract to Preferred Landscape, Inc. of Artesia, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 19 represents the Landscaping & Irrigation element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is \$5,420. The original contract amount approved by the Board was \$410,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to the unforeseen damage to the existing storm drain line for the Student Center deck and roof within the planter area near the southwest fire lane that needed to be replaced. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	July 17, 2019	\$5,420	8.26%
	2	May 1, 2019	\$9,304	6.94%
	1	July 18, 2018	\$19,133	4.67%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 3 to Contract No. 16P012-19 – Preferred Landscape, Inc.

Change Order No. 2 to Contract No. 16P012-19 – Preferred Landscape, Inc.

Change Order No. 1 to Contract No. 16P012-19 – Preferred Landscape, Inc.

Contract No. 16P012-19 – Preferred Landscape, Inc.



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Preferred Landscape, Inc.
17032 Roseton Avenue
Artesia, CA 90701

Date: June 05, 2019

Prime Change Order No: 003

Contract No: 16P012-19

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Southwest fire lane

Description: Cost to repair existing storm drain line for Student Center deck and roof near the southwest fire lane.

Reason: Existing storm drain line for Student Center deck and roof was found to be damaged within the planter area near the southwest fire lane. This caused water to sheet flow across walkway and to potentially undermine fire lane.

Benefit: This repair redirects the water to the street as originally intended.

Request By: Owner

CO Type: Unforeseen Condition

Change Amount: \$5,420.00

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order \$5,420.00

Total Additional Work Days 0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount: \$410,000.00

Net Change by previous Change Order(s): \$28,437.00

Net Change by previous Contract Adjustment(s): \$0.00

Net Sum prior to this Change Order: \$438,437.00

Amount of Change Order No. 003 \$5,420.00

New Contract Sum: \$443,857.00

Percentage of Change to Contract: 8.26 %

Project: Cerritos | Health & Wellness Complex
To: Preferred Landscape, Inc.

Prime Change Order No: 003
Contract No: 16-013-BC19-PRE

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:

 6/6/19

Signature & Date

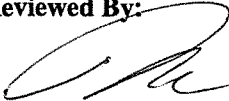
Preferred Landscape, Inc.
Mark Rose
17032 Roseton Avenue
Artesia, CA 90701

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/11/2019

Signature & Date

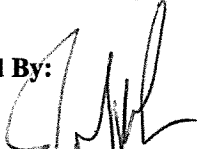
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 06/06/19

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 6/6/19

Signature & Date

Tilden-Coil Constructors, Inc.
Peter Stavros
Project Manager

Reviewed By:

 06/06/19

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Preferred Landscape, Inc.
17032 Roseton Avenue
Artesia, CA 90701

Date: March 19, 2019

Prime Change Order No: 002

Contract No: 16P012-19

Board Action: Ratification

SUMMARY OF CHANGES:

Item 2.01

Bldg/Area: Northwest Corner of Health Wellness Site

Description: Added drainage along the seat wall of the (3) mound planters locate at the Northwest corner of the site.

Reason: At the (3) mounds located at the Northwest corner of the site there are seat wall abutting them. There was no drainage shown along the seat wall to allow the water to disperse and therefore would have created ponding. Burrito drains were added along side of the seat walls

Benefit: Alleviate drainage along the seat walls of the planter mounds

Request By: Architect

CO Type: Design Errors / Omissions

Change Amount: **\$9,304.00**

Time Extension: **0 Work Days**

SUMMARY OF COST:

Total this Change Order	\$9,304.00
Total Additional Work Days	0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$410,000.00
Net Change by previous Change Order(s):	\$19,133.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$429,133.00
Amount of Change Order No. 002	\$9,304.00
New Contract Sum:	\$438,437.00
Percentage of Change to Contract:	6.94 %

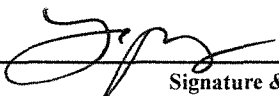
Project: Cerritos | Health & Wellness Complex
To: Preferred Landscape, Inc.

Prime Change Order No: 002
Contract No: 16-013-BC19-PRE

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 1st day of May, 2019

Requested By:

 3/19/19
Signature & Date

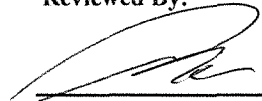
Preferred Landscape, Inc.
Landon Masey
17032 Roseton Avenue
Artesia, CA 90701

Approved By:

 5/2/2019
Signature & Date

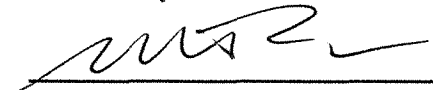
Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 3/29/2019
Signature & Date

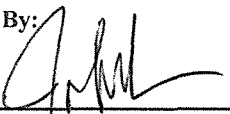
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 4-8-19
Signature & Date

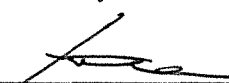
Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 03/22/19
Signature & Date

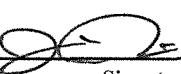
HMC Architects
Josh Glavin
Architect

Reviewed By:

 3/22/19
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 03/29/19
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



Project: Cerritos College
Cerritos | Health & Wellness Complex

To: Preferred Landscape, Inc.
17032 Roseton Avenue
Artesia, CA 90701

Date: July 18, 2018

Prime Change Order No: 001

Contract No: 16P012-19

Board Action: Ratification

SUMMARY OF CHANGES:

Item 1.01

Bldg/Area: Site Phase 1

Description: Install 360 ft of schedule 40 6" reclaimed water line along the West elevation of the Health Service Complex adjacent to the Student Center.

Reason: The existing 6" reclaimed water line along the West elevation is made of transite pipe which is extremely fragile and is only 4ft below the existing grade. A new fire lane is being constructed as part of the new construction over the old reclaimed water line. The construction of the fire lane will imposed more weight onto the existing line and the line may potential break over time.

Benefit: The installation of the new reclaimed water line would help protect it from the surcharge imposed by the new fire lane.

Request By: Owner

CO Type: Owner Change

Change Amount: \$19,133.00

Time Extension: 0 Work Days

SUMMARY OF COST:

Total this Change Order \$19,133.00

Total Additional Work Days 0 Days

CONTRACT SUMMARY:

Original Prime Contract Amount:	\$410,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$410,000.00
Amount of Change Order No. 001	\$19,133.00
New Contract Sum:	\$429,133.00
Percentage of Change to Contract:	4.67 %

Project: Cerritos | Health & Wellness Complex
To: Preferred Landscape, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC19-PRE

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the 16th day of July, 2017 ~~2018~~

Requested By:

 5/30/18
Signature & Date

Preferred Landscape, Inc.
Mark Rose
17032 Roseton Avenue
Artesia, CA 90701

Approved By:

 7/23/2018
Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

see Attached
Signature & Date

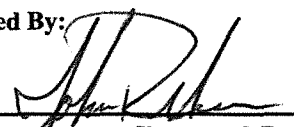
Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

Reviewed By:

 6-27-18
Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 5/31/18
Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 5/31/18
Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 06/12/18
Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager

Project: Cerritos | Health & Wellness Complex
To: Preferred Landscape, Inc.

Prime Change Order No: 001
Contract No: 16-013-BC19-PRE

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of
Trustees on the _____ day of _____, 2017

Requested By:

 5/30/18

Signature & Date

Preferred Landscape, Inc.
Mark Rose
17032 Roseton Avenue
Artesia, CA 90701

Approved By:

Signature & Date

Cerritos College
Felipe Lopez
Vice President of Business Services

Reviewed By:

 6/7/2018

Signature & Date

Cerritos College
David C. Moore, Director of the
Physical Plant & Construction Services

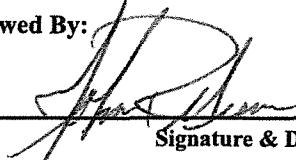
Reviewed By:

 6-27-18

Signature & Date

Cerritos College
Mark B. Logan, Director of the
Purchasing & Construction Administration

Reviewed By:

 5/31/18

Signature & Date

HMC Architects
Josh Glavin
Architect

Reviewed By:

 5/31/18

Signature & Date

Tilden-Coil Constructors, Inc.
Kevin Jones
Project Manager

Reviewed By:

 6/12/18

Signature & Date

Tilden-Coil Constructors, Inc.
Jimmy Riordan
Program Manager



PROJECT: Health and Wellness Complex / BID NO.: 16P012

DATE OF CONTRACT: June 9, 2017 / CONTRACT NO.: 16P012-19

BID CATEGORY: 19, Landscaping & Irrigation

DOLLAR VALUE: \$ 410,000.00

LIQUIDATED DAMAGES: \$ 2,500 per day

CONTRACTOR: Preferred Landscape, Inc.

TERM: 1,040 Calendar days

TIME FOR COMPLETION: 60 CALENDAR DAYS

Preferred Landscape, Inc.

Address: 17032 Roseton Avenue, Artesia, CA 90701
Phone: 562-860-5020
Fax: 562-809-4916

AGREEMENT FORM

This Agreement is made and entered into this **9th day of June, 2017**, by and between the **Cerritos Community College District** ("District") and **Preferred Landscape, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P012, Health and Wellness Complex**
Category 19, Landscaping & Irrigation

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND FORTY (1,040) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's

Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages ***per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*** It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-27 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Four Hundred Ten Thousand and 00/100 Dollars

(\$ 410,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CONTRACTOR

PREFERRED LANDSCAPE, INC.

By: Mark Rose

Title: President

Print Name: Mark Rose

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: Felipe R. Lopez

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Adoption of Resolution No. 19-0717A To Amend the Agreement with ERP Analysts, Inc. ("ERPA") as a Sole Source Procurement for Services to Upgrade and Provide Support to Cerritos College's PeopleSoft Campus Solutions Phase 2 Implementation of Version 9.2.

ACTION

It is recommended that the Board of Trustees approve Resolution No. 19-0717A, authorizing Cerritos College to amend the agreement with ERP Analysts, Inc. ("ERPA"), an Oracle Platinum partner, without formal, public advertising and receiving of bids, to procure services to upgrade and provide support for the College's PeopleSoft Campus Solutions Phase 2 implementation of Version 9.2.

FISCAL IMPACT

The total sum of the amendment shall be for the not-to-exceed amount of \$223,200, which will bring the total not-to-exceed amount of the contract to \$617,640. Funding for the services for Version 9.2 implementation will be allocated from the Capital Outlay Fund.

REPORT SUMMARY

The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – AMENDMENT

ERP ANALYSTS, INC.

AMENDMENT NO. 1 TO THE AGREEMENT FOR UPGRADING AND PROVIDING SUPPORT TO CERRITOS COLLEGE'S PEOPLESFT CAMPUS SOLUTIONS PHASE 2 IMPLEMENTATION OF VERSION 9.2.

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services

On June 6, 2018, Cerritos College entered into an agreement with ERP Analysts, Inc. ("ERPA") to upgrade and provide support for the PeopleSoft Campus Solutions implementation of Version 9.2. ERPA has specific knowledge of PeopleSoft as an Oracle Platinum Partner, the college's MIS, PeopleSoft databases, table structure, how the college's PeopleSoft implementation is configured, and has provided post-production support of LACCD's use of PeopleSoft Campus Solutions and upgrade to 9.2. ERPA is a consultant that has extensive knowledge in the development and existing custom interface of Oracle's Campus Solutions

and Human Capital Management products. They have inherent knowledge and expertise on the information system that allow them to better implement the necessary modifications to expand the existing system, and provide a more comprehensive way to ensure that the quality of the data is accurate.

At this time, Cerritos College wishes to amend the agreement with ERP Analysts, Inc. ("ERPA") to conduct an assessment of the current Campus Solutions functionality and inventory of ancillary systems. The assessment will include all functionality currently implemented, review the technical environment and application ecosystem, examine and benchmark the support model, include focus group sessions with campus constituents, explore potential deployment of additional or modified function of the system to further maximize usage and operational effectiveness.

As previously mentioned, staff have researched many consultants to provide similar services, and finds that ERPA's cost, availability, and expertise for these services is fair and reasonable. Additionally, staff notes that comparable pricing for the scope of work for the project is typically higher.

Additionally, due to the sensitive nature of data, staff finds that working with ERPA will ensure the quality and confidentiality of the data will be maintained. For these reasons, staff finds that contracting with ERPA is in the best interest of the district.

California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods involving an expenditure of \$90,200 or more.

As a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids.

Cerritos College has determined that there is no practical value in advertising for and receiving of bids for services to upgrade and provide support to the College's PeopleSoft Campus Solutions implementation of Version 9.2 because: (1) ERPA has specific knowledge of PeopleSoft as an Oracle Platinum Partner; (2) ERPA is familiar with the development of and the existing custom interface and has inherent knowledge and expertise regarding the records; (3) ERPA's knowledge and expertise on the information system allows them to better implement the modifications to the interface, while expanding on the existing system; and (4) staff finds that the cost for the proposed modifications are fair and reasonable; and (5) contracting with ERPA will ensure the quality, confidentiality and security of the data.

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the amendment to the agreement with ERP Analysts, Inc. for the purchase of services to upgrade and provide support to Cerritos College's PeopleSoft Campus Solutions Phase 2 implementation of Version 9.2.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Resolution No. 19-0717A

Draft of Amendment No. 1 to Contract No. 18C0011 – ERP Analysts, Inc.

Contract No. 18C0011 – ERP Analysts, Inc.

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 19-0717A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
TO AMEND THE AGREEMENT WITH ERP ANALYSTS, INC.
AS A SOLE SOURCE PROCUREMENT
FOR SERVICES TO UPGRADE AND PROVIDE SUPPORT TO CERRITOS COLLEGE'S
PEOPLESOFT CAMPUS SOLUTIONS PHASE 2 IMPLEMENTATION OF VERSION 9.2**

WHEREAS, the Cerritos Community College District ("District") wishes to amend the agreement with ERP Analysts, Inc. ("ERPA") to upgrade and provide support to Cerritos College's PeopleSoft Campus Solutions Phase 2 Implementation of Version 9.2; and

WHEREAS, the college finds that ERPA has specific knowledge of the college's MIS, PeopleSoft databases, and table structure, and how the college's PeopleSoft implementation is configured; and

WHEREAS, the cost of procurements with ERPA would exceed the bid threshold as set forth in Public Contract Code Section 20651; and

WHEREAS, as a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids; and

WHEREAS, the college has determined that there is no practical value in advertising for and receiving of bids for ERPA's services to upgrade and provide support to the College's PeopleSoft Campus Solutions Phase 2 implementation of Version 9.2 because: (1) ERPA has specific knowledge of PeopleSoft as an Oracle Platinum Partner; (2) ERPA is familiar with the development of and the existing custom interface and has inherent knowledge and expertise regarding the records; (3) ERPA's knowledge and expertise on the information system allows them to better implement the modifications to the interface, while expanding on the existing system; and (4) staff finds that the cost for the proposed modifications are fair and reasonable; and (5) contracting with ERPA will ensure the quality, confidentiality and security of the data; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

- Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.
- Section 2. That it would not produce any advantage to Cerritos College to competitively bid the procurement.

- Section 3. That the District approves and authorizes the amendment to the agreement to ERPA for the procurement of services to upgrade and provide support to Cerritos College's PeopleSoft Campus Solutions Phase 2 Implementation of Version 9.2.
- Section 4. The Board of Trustees delegates to the President/Superintendent, or his designee, authority to execute a purchase order and/or contract necessary for the procurement.
- Section 5. That this Resolution No. 19-0717A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 17th day of July, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Board of Trustees of the Cerritos
Community College District

Attested to:

Clerk of the Board of Trustees of the
Cerritos Community College District



AMENDMENT NO. 1

To

CONTRACT NO. 18C0011

The Agreement made and entered on **June 1, 2018**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **ERP Analysts, Inc.**, incorporated under the laws of the state of California with its principal place of business at 425 Metro Place North, Suite 510. Dublin, OH 43017 ("CONTRACTOR"), is **AMENDED** on **July 1, 2019**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **July 1, 2018** ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

- 1.0 **Modify** Page 1, Item 1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR, Paragraph 1.1.1, to include additional services as more fully detailed in the attached Scope of Work (SOW), attached hereto as Exhibit "B1" (2 pages, with noted DISTRICT changes), incorporated herein by this reference.
- 2.0 **Modify** Page 1, Item 2.0 TERM, to extend the end date to June 30, 2020 for the additional services noted above, as follows:
 - 2.1 The term of this Agreement shall begin on **June 1, 2018**, and end on ~~June 30, 2019~~ **June 30, 2020**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement
- 3.0 **Modify** Page 2, Item 3.0 SERVICE FEES, EXPENSES, AND INVOICING, Paragraph 3.1 Service Fees., to increase the total Not-to-Exceed Amount by \$223,200 for additional services, as follows:
 - 3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement contingent upon the ultimate sale and delivery of municipal securities and will be payable from bond proceeds or other monies from the sale of the securities. The **total Not-to-Exceed amount of ~~THREE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$394,440.00)~~ SIX HUNDRED SEVENTEEN THOUSAND SIX HUNDRED FORTY AND 00/100 DOLLARS (\$617,640.00)**, attached hereto as Exhibit "B" and is incorporated herein by this reference, inclusive of any reimbursable costs. Services shall be as-needed at the request of DISTRICT'S Representative .
- 4.0 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment

5.0 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Felipe R. Lopez
Vice President of Business Services

Typed or Printed Name, & Title

Typed or Printed Name, & Title

DRAFT

EXHIBIT "B1"

CERRITOS COMMUNITY COLLEGE DISTRICT

SCOPE OF WORK (SOW)

1. **SCOPE OF WORK (SOW).** The SOW is detailed below and is incorporated herein by this reference. With significant opportunity to improve the student experience through the use of Fluid, Forms Builder and other functionality within PeopleSoft, ERPA will provide the following SOW after the conclusion of the Campus Solution 9.2 upgrade. SOW includes the following:
 - 1.1. ERPA proposes to conduct an assessment of current Campus Solutions functionality and inventory of ancillary systems.
 - 1.2. Assessment will include all functionality currently implemented, review the technical environment and application ecosystem, and examine and benchmark the support model.
 - 1.3. Assessment will include focus group sessions with students, faculty, and staff.
 - 1.4. Assessment will explore potential deployment of additional or modified functions of the system to further maximize its usage and operational effectiveness.
 - 1.5. The deliverable will be a Campus Solutions roadmap, which will include recommendations to –
 - 1.5.1. Improve the user experience for students, faculty and staff.
 - 1.5.2. Improve technical and functional effectiveness and productivity enhancements.
 - 1.5.3. Develop staffing and support models for Campus Solutions and other student facing applications.
 - 1.5.4. Develop MIS changes to support new state student success initiatives, and create a long-term support model
 - 1.5.5. Support other reporting and analytics requirements.

Campus Solutions Assessment and Roadmap Estimated Six Week Duration			
Role	Hours	Rate*	Total Cost
Project Manager	120	\$ 220	\$ 26,400
Admissions, Student Records, and Advising	240	\$ 200	\$ 48,000
Financial Aid	240	\$ 200	\$ 48,000
Student Financials	240	\$ 200	\$ 48,000
Technical Lead	240	\$ 220	\$ 52,800
Total Assessment Consulting Cost	1080		\$ 223,200
*rates include travel and living expenses			
Assessment cost is a time and materials estimate			



Cerritos College

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0011

PARTIES AND DATE

This Agreement is made and entered into this 1st day of **June, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **ERP Analysts, Inc.** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 425 Metro Place North, Suite 510, Dublin, OH 43017. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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 by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Campus Solutions 9.2 Upgrade, IT and Managed Services**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Services as more fully detailed in Scope of Work (SOW), attached hereto as Exhibit "B" and is incorporated herein by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform its services in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **June 1, 2018**, and end on **June 30, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement contingent upon the ultimate sale and delivery of municipal securities and will be payable from bond proceeds or other monies from the sale of the securities. The **total Not-to-Exceed amount of THREE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$394,440.00)**, attached hereto as Exhibit "B" and is incorporated herein by this reference, inclusive of any reimbursable costs. Services shall be as-needed at the request of DISTRICT'S Representative. .

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Felipe R. Lopez, Vice President of Business Services, Cerritos Community College District** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Gary Somers, Sales Director, ERPA** or his designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, arising out of the negligence, recklessness or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent

CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with CONTRACTOR'S Counsel, as approved by the DISTRICT, and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: \$1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability.** The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers,

employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 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 expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

CONTRACTOR represents that in connection with the issuance of municipal securities, CONTRACTOR may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, the CONTRACTOR hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding CONTRACTOR's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair CONTRACTOR's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If the CONTRACTOR becomes aware of any additional potential or actual conflict of interest after this disclosure, CONTRACTOR will disclose the detailed information in writing to the Issuer in a timely manner.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 Originality of Services. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to 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 or under lawful license by any CONTRACTOR hired subcontractor.

11.2 Documents & Data; Licensing of Intellectual Property. DISTRICT acknowledges that CONTRACTOR is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that CONTRACTOR will retain all right, title, and interest in and to all CONTRACTOR Materials. "CONTRACTOR Materials" means all discoveries, concepts, inventions and ideas, whether or not registrable under patent, copyright or similar statutes, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that CONTRACTOR, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of CONTRACTOR's duty of confidentiality to DISTRICT. To the extent CONTRACTOR Materials are included in any Documents & Data, CONTRACTOR will grant DISTRICT a perpetual, irrevocable, nonexclusive, personal, worldwide, royalty-free license to use, execute, reproduce, display, perform, distribute internally, and prepare for internal use derivative works, based upon, such CONTRACTOR Materials, in each case solely in conjunction with the Documents & Data delivered hereunder and solely for DISTRICT's internal use. Any interest in the Documents & Data granted hereunder by CONTRACTOR to DISTRICT shall be contingent upon and to the extent of payment by DISTRICT of the fees, charges and expenses invoiced by CONTRACTOR pursuant to this Agreement.

11.3 Subcontractors. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 Indemnification. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 Confidentiality. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR, to the extent the information is proprietary, confidential, or protected information, including records that are subject to FERPA or other personal identifiable information. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any

project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its

sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 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.

- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 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.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Felipe R. Lopez
Vice President of
Business Services
Tel: (562) 860-2451 Ext. 2242

For Notices: Cerritos Community College District

Business Services
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR: ERP Analyst Inc.

Representative: Sabrina Stover, CFO
(Name & Title)

Tel: (614) 718-9222

For Notices:

ERP Analysts, Inc.
425 Metro Place North, Suite
510
Dublin, OH 43017

Fax: (888) 432-0204

**SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By:



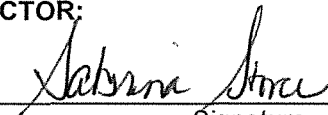
Signature

Felipe R. Lopez,
Vice President of Business
Services/Assistant Superintendent

Typed or Printed Name, & Title

CONTRACTOR:

By:



Signature

Sabrina Stover
Chief Financial Officer

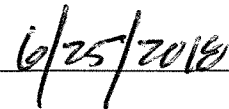
Typed or Printed Name, & Title

sstover@erpagroup.com

E-mail
31-1688884

Tax Identification Number (EIN)

Date:



Date:

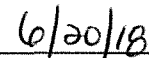


EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on _____, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and _____, a _____ organized under the laws of the state of _____ with its principal place of business at _____ ("CONTRACTOR"), is **AMENDED** on _____, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated _____ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____

Signature

By: _____

Signature

Typed or Printed Name, & Title

Sabrina Stover CFO

Typed or Printed Name, & Title

EXHIBIT "B"

CERRITOS COMMUNITY COLLEGE DISTRICT SCOPE OF WORK (SOW)

1. **SCOPE OF WORK (SOW).** The SOW is detailed below and is incorporated herein by this reference. SOW includes the following:

- 1.1. Implement Campus Solutions 9.2 upgrade
- 1.2. Provide support functional and technical assistance
- 1.3. Provide troubleshooting
- 1.4. Provide regular updates and software patches
- 1.5. Provide database and system administration for the upgrade
- 1.6. Provide training for both functional and technical users so DISTRICT staff take full ownership
- 1.7. Provide post production support following the implementation
- 1.8. PeopleTools Upgrade to 8.56
- 1.9. Provide support and assistance with conversion of all Crystal Report to BI-Publisher
- 1.10. Managed services solutions (80 hours/month for 4 months).

Campus Solutions 9.2 Upgrade (with Tools 8.55.xx) and Managed Services		
Role	Hours	Total Cost
Project Manager (Remote)	320	\$ 49,600
Offshore XML Conversion (Remote)	1120	\$ 56,000
Developer/Retrofits Estimate (Remote)	280	\$ 32,200
PS Admin/Upgrade Specialist (Remote except for Cutover)	920	\$ 105,800
PeopleTools Upgrade (Remote except for Cutover)	296	\$ 34,040
Functional Support- Training and Testing (8 Weeks Onsite)	320	\$ 64,000
Total Upgrade Estimate	3256	\$ 341,640
Estimated Expenses Upgrade Cutover (2 Resources for 4 weeks Onsite)		\$ 12,800
Total Upgrade price		\$ 354,440
Managed Services for Four Months (80 Hours/Mo Remote)	320	\$ 40,000
Total		\$ 394,440

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Acceptance of Gifts

ACTION

It is recommended that the Board of Trustees ratify the acceptance of the gifts listed below on behalf of Cerritos College.

FISCAL IMPACT

There is no cost to Cerritos College for the donated items.

REPORT SUMMARY

The following items were received in the month of June 2019.

For Use in the Automotive Mechanical Repair Program

- 2018 Chevy Colorado (VIN: 1GCGTDEN9J1104855)

Donated by: Rotolo Chevrolet, Inc.
ATTN: Ms. Danielle York
16666 South Highland Ave.
Fontana, CA 92336

The estimated value of the above item is \$5,582.50.

- 2017 Chevy Equinox (VIN: 2GNALDEKXH1601906)

Donated by: Gosch Chevrolet
ATTN: Mr. Mike Gormady
400 Carriage Circle
Hemet, CA 92545

The estimated value of the above item is \$6,597.50.

- 2016 GMC Sierra (VIN: 3GTP1PEC3GG183116)

Donated by: Penske Buick/GMC of Cerritos
ATTN: Mr. Daniel Lim
18400 S. Studebaker Rd.
Cerritos, CA 90703

The estimated value of the above item is \$8,120.00.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 24

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Sale of Surplus and Obsolete Materials/Equipment

ACTION

It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures.

FISCAL IMPACT

Proceeds from the sale of surplus items will be deposited into the General Fund.

REPORT SUMMARY

Cerritos College is the owner of the items listed on Exhibit A. The attached listed items have exceeded their useful life and are no longer suitable for use at Cerritos College and may be disposed of through public auction sales.

In accordance with Board Policy 6550, Administrative Procedures 6550, and California Education Code Section 81450 et seq., authority is delegated to the President/Superintendent or his designee to sell or otherwise dispose of the listed items and to execute all documents in connection therewith, subject to the terms and conditions of the district's policy and administrative procedures.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Exhibit A: Electronic Equipment and Miscellaneous Material

**DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL**

BOARD MEETING DATE: JULY 17, 2019

Qty.	Description	CC #s	Serial #s
1 Each	Cybex Leg Curl Machine	N/A	N/A
1 Each	Cybex Leg Extension Machine	N/A	N/A
1 Each	Cybex Dual Axis Row/Rear Delt Machine	N/A	N/A
1 Each	Cybex Shoulder Press Machine	N/A	N/A
1 Each	Cybex Cable Column Machine	N/A	N/A
1 Each	Cybex Smith Machine	N/A	N/A
1 Each	Cybex Military Bench Press Machine	N/A	N/A
1 Each	Cybex Back Extension Machine	N/A	N/A
1 Each	Cybex Ab Crunch Machine	N/A	N/A
1 Each	Cybex Cable Crossover Machine	N/A	N/A
1 Each	Cybex Leg Press Machine	N/A	N/A
1 Each	Cybex Arm Extension Machine	N/A	N/A
1 Each	Cybex Arm Curl Machine	N/A	N/A
1 Each	Cybex Standing Calf Machine	N/A	N/A
1 Each	Cybex Dip/Chin Machine	N/A	N/A
1 Each	Cybex Lat Pulldown Machine	N/A	N/A
1 Each	Cybex Axis Chest Press Machine	N/A	N/A
1 Each	Cybex Weight Rack	N/A	N/A

**DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL**

BOARD MEETING DATE: JULY 17, 2019

Qty.	Description	CC #s	Serial #s
5 Each	BFS Squat Rack	N/A	N/A
4 Each	BFS Straight Benches	N/A	N/A
4 Each	BFS Slanted Benches	N/A	N/A
1 Each	BFS Ham/Glute Machine	N/A	N/A
7 Each	BFS Weight Plate Racks	N/A	N/A
1 Each	Life Fitness Leg Curl Machine	N/A	N/A
1 Each	Hammer Strength Hip & Glute Machine	N/A	N/A
1 Each	Hammer Strength Chest Press Machine	N/A	N/A
1 Each	Hammer Strength Pulley Machine	N/A	N/A
1 Each	Hammer Strength Dumbbell Rack	N/A	N/A
1 Each	Hampton Bar Rack	N/A	N/A
2 Each	Hoist Bar Racks	N/A	N/A
1 Each	Incline Bench	N/A	N/A
1 Each	Paramount Slant Board	N/A	N/A
1 Each	Universal Plate Rack	N/A	N/A
8 Each	20kg Weight Bars	N/A	N/A
2 Each	Life Fitness Elliptical Machines	N/A	LC404533 LC405252
1 Each	Life Fitness Bicycle	N/A	CLB100546

**DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL**

BOARD MEETING DATE: JULY 17, 2019

Qty.	Description	CC #s	Serial #s
1 Each	Flat Bench	N/A	N/A
2 Each	Maxicam Dumbbell	N/A	N/A
1 Each	Champion Pull Down Machine	N/A	N/A
4 Each	Metal Plate	N/A	N/A
13 Each	Steel Plate	N/A	N/A
131 Each	Rubber Plates	N/A	N/A
48 Each	Dumbbells	N/A	N/A
30 Each	Barbells	N/A	N/A
1 Each	Bandsaw	N/A	N/A
2 Each	Drill Press	N/A	N/A
1 Each	Taylor Dunn Cart Model 1248 B	N/A	54706
1 Each	15 Spiral Cutter Head Planer	FED03830	GP15-3375
1 Each	Biopharm Hood	N/A	3465
2 Each	Acuspik Volleyball Machines	N/A	N/A
3 Pallets	Miscellaneous Computer Equipment	N/A	N/A
1 Each	Office Cubicle	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of May 2019

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of May 2019.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of purchase orders processed during the month of May 2019 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

May 2019 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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Run Date: 06/01/2019

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
05/01/19	0000071381	A		05/01/2019	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	18-19	26.28	
				05/01/2019			0000071381			TCB PRINTING						26.28
05/01/19	0000071382	C		05/01/2019	HOGUE, KATHY	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	138.76	
				05/01/2019			0000071382			HOGUE, KATHY						138.76
05/01/19	0000071383	A		05/01/2019	B & H PHOTO VIDEO	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	326.30	
				05/01/2019			0000071383			B & H PHOTO VIDEO						326.30
05/01/19	0000071384	A		05/23/2019	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	53.12	
				05/01/2019			0000071384			AMAZON						53.12
05/01/19	0000071385	A		05/03/2019	REED PRINTING, INC.	PRINTING SERVICES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	18-19	3,213.39	
				05/01/2019			0000071385			REED PRINTING, INC.						3,213.39
05/01/19	0000071386	C		05/01/2019	BALLOON WONDERLAND	MISCELLANEOUS	Counseling-Guid ance	39.0	00000.0	00000	74300	4550	6310000	18-19	459.90	
				05/01/2019			0000071386			BALLOON WONDERLAND						459.90
05/01/19	0000071387	A		05/23/2019	AMAZON	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	7610	6300000	18-19	2,472.00	
				05/01/2019			0000071387			AMAZON						2,472.00
05/01/19	0000071388	A		05/03/2019	B & H PHOTO VIDEO	PHOTOGRAPHIC SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	3,700.19	
				05/01/2019			0000071388			B & H PHOTO VIDEO						3,700.19
05/01/19	0000071389	C		05/01/2019	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	757.75	
				05/01/2019			0000071389			WOODCRAFT #553						757.75
05/01/19	0000071390	A		05/03/2019	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	682.55	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						05/01/2019	0000071390	DIVERSIFIED BUSINESS SERVICES								682.55
05/01/19	0000071391	C		05/01/2019	GAMEZ, BLANCA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	465.83	
						05/01/2019	0000071391	GAMEZ, BLANCA								465.83
05/01/19	0000071392	A		05/03/2019	GOLDEN STAR TECHNOLOGY INC.	OPEN1	Counseling	01.3	00000.0	03300	72600	5640	6300000	18-19	946.33	
						05/01/2019	0000071392	GOLDEN STAR TECHNOLOGY INC.								946.33
05/01/19	0000071393	C		05/01/2019	NORTH STAR ELECTRONICS	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	97.50	
						05/01/2019	0000071393	NORTH STAR ELECTRONICS								97.50
05/01/19	0000071394	C		05/01/2019	BURRO CANYON SHOOTING PARK	INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	60.00	
						05/01/2019	0000071394	BURRO CANYON SHOOTING PARK								60.00
05/01/19	0000071395	C		05/03/2019	1-WORLD GLOBES & MAPS	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	4,223.93	
						05/01/2019	0000071395	1-WORLD GLOBES & MAPS								4,223.93
05/01/19	0000071396	A		05/01/2019	LEE VALLEY TOOLS LTD.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4320	0986000	18-19	264.78	
						05/01/2019	0000071396	LEE VALLEY TOOLS LTD.								264.78
05/01/19	0000071397	A		05/03/2019	AMERICAN 3B SCIENTIFIC, L.P.	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	5,037.00	
						05/01/2019	0000071397	AMERICAN 3B SCIENTIFIC, L.P.								5,037.00
05/01/19	0000071398	A		05/03/2019	EDVOTEK INC.	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	650.43	
						05/01/2019	0000071398	EDVOTEK INC.								650.43
05/01/19	0000071399	A		05/03/2019	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	2,601.18	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
05/01/19	0000071399	A		05/03/2019	CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	710.49	
				05/01/2019			0000071399			CAROLINA BIOLOGICAL SUPPLY						3,311.67
05/01/19	0000071400	C		05/03/2019	WARD'S NATURAL SCIENCE ESTAB-	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	246.57	
								01.3	00000.0	00000	71130	6450	4900000	18-19	3,332.52	
				05/01/2019			0000071400			WARD'S NATURAL SCIENCE ESTAB-						3,579.09
05/01/19	0000071401	A		05/01/2019	LOS ANGELES REGIONAL FOOD	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	5810	6190000	18-19	750.00	
				05/01/2019			0000071401			LOS ANGELES REGIONAL FOOD BANK						750.00
05/01/19	0000071402	A		05/01/2019	ROCKLER'S WOODWORKING	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	18-19	1,708.16	
				05/01/2019			0000071402			ROCKLER'S WOODWORKING						1,708.16
05/01/19	0000071403	A		05/01/2019	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	18-19	1,094.98	
				05/01/2019			0000071403			WOODCRAFT #553						1,094.98
05/01/19	0000071404	C		05/01/2019	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	18-19	41.26	
				05/01/2019			0000071404			OFFICE DEPOT/BUSINESS SVCS DIV						41.26
05/01/19	0000071405	A		05/02/2019	BOSCH AUTOMOTIVE	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	1,026.85	
				05/01/2019			0000071405			BOSCH AUTOMOTIVE SERVICE SOLUTIONS						1,026.85
05/01/19	0000071406	A		05/03/2019	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	18-19	1,123.79	
								01.3	00000.0	01004	73460	6460	6195000	18-19	2,104.59	
				05/01/2019			0000071406			DIVERSIFIED BUSINESS SERVICES						3,228.38
05/02/19	0000071407	C		05/02/2019	TOOLS TODAY	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	683.12	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						05/02/2019	0000071407	TOOLS TODAY								683.12
05/02/19	0000071408	A		05/02/2019	INDUSTRIAL BLADE	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	382.88	
						05/02/2019	0000071408	INDUSTRIAL BLADE								382.88
05/02/19	0000071409	A		05/02/2019	LAGUNA TOOLS, INC	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	217.84	
						05/02/2019	0000071409	LAGUNA TOOLS, INC								217.84
05/02/19	0000071410	A		05/13/2019	KLINGSPOR ABRASIVES INC.	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	288.69	
						05/02/2019	0000071410	KLINGSPOR ABRASIVES INC.								288.69
05/02/19	0000071411	A		05/02/2019	MATHESON TRI GAS INC.	METAL PRODUCTS	Welding	01.1	00000.0	00100	02600	4325	0984000	18-19	4,687.81	
						MISCELLANEOUS		01.1	00000.0	00100	02600	4325	0984000	18-19	6.33	
						05/02/2019	0000071411	MATHESON TRI GAS INC.								4,694.14
05/02/19	0000071412	A		05/02/2019	PREMIER STEEL	METAL PRODUCTS	Welding	01.0	00000.0	00000	02600	4320	0984000	18-19	21,873.41	
						MISCELLANEOUS		01.0	00000.0	00000	02600	4320	0984000	18-19	6.57	
						05/02/2019	0000071412	PREMIER STEEL								21,879.98
05/02/19	0000071413	A		05/02/2019	PRAXAIR DISTRIBUTION INC.	METAL PRODUCTS	Welding	01.1	00000.0	00100	02600	4325	0984000	18-19	4,282.00	
						MISCELLANEOUS		01.1	00000.0	00100	02600	4325	0984000	18-19	132.00	
						05/02/2019	0000071413	PRAXAIR DISTRIBUTION INC.								4,414.00
05/02/19	0000071414	A		05/02/2019	PRAXAIR DISTRIBUTION INC.	METAL FINISHING SUPP/EQUIP	Welding	01.1	00000.0	00100	02600	4325	0984000	18-19	5,595.49	
						05/02/2019	0000071414	PRAXAIR DISTRIBUTION INC.								5,595.49
05/02/19	0000071415	A		05/08/2019	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	180.68	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						05/02/2019	0000071415	CLASSIC BODY SUPPLY, INC.								180.68
05/02/19	0000071416	A		05/02/2019	MSC INDUSTRIAL DIRECT, CO INC	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	144.48	
						05/02/2019	0000071416	MSC INDUSTRIAL DIRECT, CO INC								144.48
05/02/19	0000071417	C	1	05/13/2019	MSC INDUSTRIAL DIRECT, CO INC	MISCELLANEOUS	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	18-19	470.76	
						05/02/2019	0000071417	MSC INDUSTRIAL DIRECT, CO INC								470.76
05/02/19	0000071418	A		05/02/2019	MSC INDUSTRIAL DIRECT, CO INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	783.68	
								01.3	00000.0	00000	70360	6450	0900000	18-19	3,997.31	
						05/02/2019	0000071418	MSC INDUSTRIAL DIRECT, CO INC								4,780.99
05/02/19	0000071419	A		05/02/2019	KIMBALL MIDWEST	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	1,243.82	
						05/02/2019	0000071419	KIMBALL MIDWEST								1,243.82
05/02/19	0000071420	C		05/02/2019	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	43.49	
						05/02/2019	0000071420	MacDEVITT, JAMES								43.49
05/02/19	0000071421	A		05/02/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	6450	2201000	18-19	3,615.70	
						05/02/2019	0000071421	GOLDEN STAR TECHNOLOGY INC.								3,615.70
05/02/19	0000071422	A		05/02/2019	BONECLONES	MISCELLANEOUS	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	1,329.34	
						05/02/2019	0000071422	BONECLONES								1,329.34
05/02/19	0000071423	A		05/02/2019	SNAP-ON TOOLS INDUSTRIAL	MACHINE TOOLS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	3,036.75	
						05/02/2019	0000071423	SNAP-ON TOOLS INDUSTRIAL								3,036.75
05/02/19	0000071424	A		05/02/2019	PATON GROUP	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	117.73	

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05/02/19	0000071424	A		05/02/2019	PATON GROUP	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	18-19	867.41	
				05/02/2019			0000071424			PATON GROUP						985.14
05/02/19	0000071425	A		05/02/2019	5TH AXIS	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	845.83	
				05/02/2019			0000071425			5TH AXIS						845.83
05/02/19	0000071426	A		05/02/2019	BLYVE GROUP, THE	COSMETOLOGY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	2,489.10	
								01.3	00000.0	00000	70360	6450	0900000	18-19	25,349.37	
				05/02/2019			0000071426			BLYVE GROUP, THE						27,838.47
05/02/19	0000071427	C		05/02/2019	ROTARY CLUB OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	18.00	
				05/02/2019			0000071427			ROTARY CLUB OF LAKEWOOD						18.00
05/02/19	0000071428	C		05/02/2019	ALENIKOV, TERESA	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	128.22	
				05/02/2019			0000071428			ALENIKOV, TERESA						128.22
05/02/19	0000071429	C		05/02/2019	WITTIG, ANDREA	COMPUTER SUPP/EQUIP	General Administration	01.0	00000.0	00000	01200	4550	6006000	18-19	652.64	
				05/02/2019			0000071429			WITTIG, ANDREA						652.64
05/03/19	0000071430	C		05/03/2019	RAN GRAPHICS	PRINTING SERVICES	Museums-Galleri es	01.0	00000.0	00000	02520	4550	6140000	18-19	3,263.68	
				05/03/2019			0000071430			RAN GRAPHICS						3,263.68
05/03/19	0000071431	A		05/03/2019	MARZOLA CONSTRUCTION CO.,	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	18-19	3,490.00	
				05/03/2019			0000071431			MARZOLA CONSTRUCTION CO., INC.						3,490.00
05/03/19	0000071432	C	1	05/07/2019	SCOTT, CATHERINE	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70720	4550	6190000	18-19	185.90	
						MISCELLANEOUS		01.3	00000.0	00000	70720	5110	6190000	18-19	103.66	

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						05/03/2019	0000071432	SCOTT, CATHERINE								289.56
05/03/19	0000071433	C	1	05/07/2019	GUTIERREZ, JESSICA	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70720	4550	6190000	18-19	910.76	
						MISCELLANEOUS		01.3	00000.0	00000	70720	5110	6190000	18-19	103.66	
						05/03/2019	0000071433	GUTIERREZ, JESSICA								1,014.42
05/03/19	0000071434	C	1	05/07/2019	MURRAY, MARYBETH	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70720	4550	6190000	18-19	160.09	
						MISCELLANEOUS		01.3	00000.0	00000	70720	5110	6190000	18-19	103.66	
						05/03/2019	0000071434	MURRAY, MARYBETH								263.75
05/03/19	0000071435	A		05/03/2019	GRADIN, SUSAN	REIMBURSEMENT	Oth Instr Sup Services	01.3	00000.0	00000	70720	4550	6190000	18-19	295.61	
						05/03/2019	0000071435	GRADIN, SUSAN								295.61
05/03/19	0000071436	A		05/03/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	18-19	2,572.35	
						05/03/2019	0000071436	GOLDEN STAR TECHNOLOGY INC.								2,572.35
05/04/19	0000071437	C		05/04/2019	SCOMM	EQUIPMENT RENTAL/LEASE	Human Resources	01.0	00000.0	09000	05100	6460	6730000	18-19	2,264.28	
						05/04/2019	0000071437	SCOMM								2,264.28
05/04/19	0000071438	C		05/06/2019	ACHRO/EEO	MEMBERSHIPS	Fiscal Operations	01.3	00000.0	00000	74500	5310	6720000	18-19	350.00	
						05/04/2019	0000071438	ACHRO/EEO								350.00
05/04/19	0000071439	C		05/06/2019	WOW FACTOR BALLONS & MAMMA	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	744.38	
						05/04/2019	0000071439	WOW FACTOR BALLONS & MAMMA MONKEY EVENT								744.38
05/04/19	0000071440	C		05/06/2019	LUNA GRILL	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	18-19	3,354.66	
						05/04/2019	0000071440	LUNA GRILL								3,354.66

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05/04/19	0000071441	C		05/06/2019	ACUNA, MONICA	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	18-19	120.54	
				05/04/2019			0000071441			ACUNA, MONICA						120.54
05/04/19	0000071442	C		05/06/2019	RC BURGERS INC.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	7610	6190000	18-19	5,000.00	
				05/04/2019			0000071442			RC BURGERS INC.						5,000.00
05/04/19	0000071443	C		05/06/2019	AUM SAIRAM CORP.	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	7610	6190000	18-19	5,000.00	
				05/04/2019			0000071443			AUM SAIRAM CORP.						5,000.00
05/04/19	0000071444	A		05/23/2019	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	56.83	
				05/04/2019			0000071444			AMAZON						56.83
05/04/19	0000071445	C		05/07/2019	CALIFORNIA COMMUNITY	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	473.04	
				05/04/2019			0000071445			CALIFORNIA COMMUNITY COLLEGES CALWORKS						473.04
05/06/19	0000071446	C		05/06/2019	UMOJA COMMUNITY EDUCATION	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	18-19	1,575.00	
				05/06/2019			0000071446			UMOJA COMMUNITY EDUCATION FOUNDATION						1,575.00
05/06/19	0000071447	C		05/06/2019	SUMMIT FOR CIVIL RIGHTS, THE	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	150.00	
				05/06/2019			0000071447			SUMMIT FOR CIVIL RIGHTS, THE						150.00
05/06/19	0000071448	C		05/07/2019	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	72.50	
							Physical Property-Related	42.2	00000.0	00000	65061	5730	7100000	18-19	5,600.00	
				05/06/2019			0000071448			ATKINSON, ANDELSON, LOYA, RUUD						5,672.50
05/06/19	0000071449	A		05/07/2019	ACTION SALES	FOOD SERVICES SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	17,972.77	
								01.3	00000.0	00000	71130	6450	4900000	18-19	18,205.42	

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						05/06/2019	0000071449	ACTION SALES								36,178.19
05/06/19	0000071450	C		05/07/2019	THE CALIFORNIA STATE BAR COURT	MISCELLANEOUS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	150.00	
						05/06/2019	0000071450	THE CALIFORNIA STATE BAR COURT REPORTER								150.00
05/06/19	0000071451	C		05/07/2019	3PLAY MEDIA, INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	18-19	95.32	
						05/06/2019	0000071451	3PLAY MEDIA, INC.								95.32
05/06/19	0000071452	C		05/07/2019	SPRINGSHARE LLC	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	591.00	
						05/06/2019	0000071452	SPRINGSHARE LLC								591.00
05/06/19	0000071453	A		05/07/2019	NATIONAL SIGN	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5640	6720000	18-19	4,988.69	
						05/06/2019	0000071453	NATIONAL SIGN								4,988.69
05/06/19	0000071454	C		05/07/2019	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	18-19	980.70	
								42.2	00000.0	00000	65052	5730	7100000	18-19	234.00	
								42.2	00000.0	00000	65061	5730	7100000	18-19	2,173.10	
						05/06/2019	0000071454	PUBLIC AGENCY LAW GROUP								3,387.80
05/07/19	0000071455	A		05/07/2019	RAN GRAPHICS	PRINTING SERVICES	Instructional Office	01.0	00000.0	00000	02100	4390	6016000	18-19	7,818.30	
						05/07/2019	0000071455	RAN GRAPHICS								7,818.30
05/07/19	0000071456	C		05/07/2019	PROQUEST, LLC	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	773.66	
						05/07/2019	0000071456	PROQUEST, LLC								773.66
05/07/19	0000071457	A		05/07/2019	KEYBOARD CONCEPTS, INC.	MUSICAL INSTRUMENTS/SUPP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	2,737.50	
								01.3	00000.0	00000	71130	6450	4900000	18-19	36,990.39	

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						05/07/2019	0000071457	KEYBOARD CONCEPTS, INC.								39,727.89
05/07/19	0000071458	A		05/07/2019	DIVERSE ISSUES IN HIGHER ED	ADVERTISING	Fiscal Operations	01.3	00000.0	00000	74500	5830	6720000	18-19	4,318.00	
						05/07/2019	0000071458	DIVERSE ISSUES IN HIGHER ED								4,318.00
05/07/19	0000071459	C		05/07/2019	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	4,808.04	
						05/07/2019	0000071459	ERICKSON LAW FIRM								4,808.04
05/07/19	0000071460	C		05/07/2019	CALIFORNIA DEPARTMENT OF	MISCELLANEOUS	Health Services	69.0	00000.0	00000	03310	4550	6440000	18-19	96.00	
						05/07/2019	0000071460	CALIFORNIA DEPARTMENT OF PUBLIC HEALTH								96.00
05/07/19	0000071461	A		05/15/2019	MAKERBOT INDUSTRIES, LLC	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	1,365.36	
								01.3	00000.0	00000	71130	6450	4900000	18-19	8,101.42	
						05/07/2019	0000071461	MAKERBOT INDUSTRIES, LLC								9,466.78
05/07/19	0000071462	A		05/07/2019	NALGE NUNC INTERNATIONAL	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	460.19	
						05/07/2019	0000071462	NALGE NUNC INTERNATIONAL CORPORATION								460.19
05/07/19	0000071463	A		05/23/2019	AMAZON	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	39.30	
						05/07/2019	0000071463	AMAZON								39.30
05/07/19	0000071464	A		05/07/2019	GRAINGER	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	18-19	407.72	
						05/07/2019	0000071464	GRAINGER								407.72
05/07/19	0000071465	X	1	05/08/2019	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5830	7000000	18-19	11,772.35	
						05/07/2019	0000071465	DIVERSIFIED BUSINESS SERVICES								11,772.35

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05/07/19	0000071466	C		05/16/2019	VWR INTERNATIONAL	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	2,180.32	
				05/07/2019			0000071466			VWR INTERNATIONAL						2,180.32
05/07/19	0000071467	A		05/08/2019	APPLE INC	COMPUTER SUPP/EQUIP	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	18-19	3,423.31	
								01.3	00000.0	01004	73460	6460	6195000	18-19	7,910.57	
				05/07/2019			0000071467			APPLE INC						11,333.88
05/07/19	0000071468	A		05/08/2019	WAVEFUNCTION, INC.	MISCELLANEOUS	Physical Property-Related	39.1	00000.0	00008	79850	6450	7100000	18-19	4,500.00	
				05/07/2019			0000071468			WAVEFUNCTION, INC.						4,500.00
05/07/19	0000071469	A		05/08/2019	HUNGER ACTION LOS ANGELES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	273.75	
				05/07/2019			0000071469			HUNGER ACTION LOS ANGELES						273.75
05/07/19	0000071470	C		05/07/2019	MENKE MARKING DEVICES INC.	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	174.34	
				05/07/2019			0000071470			MENKE MARKING DEVICES INC.						174.34
05/07/19	0000071471	C		05/22/2019	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	1,499.00	
				05/07/2019			0000071471			BANK OF AMERICA						1,499.00
05/08/19	0000071472	A		05/08/2019	DAN-AM COMPANY	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	2,930.02	
				05/08/2019			0000071472			DAN-AM COMPANY						2,930.02
05/08/19	0000071473	A		05/08/2019	ALL AMERICAN TROPHY	FEES, LICENSE	Academic-Faculty Senate	01.0	00000.0	00000	01300	4550	6030000	18-19	12.00	
						PLAQUES		01.0	00000.0	00000	01300	4550	6030000	18-19	26.28	
				05/08/2019			0000071473			ALL AMERICAN TROPHY						38.28
05/08/19	0000071474	A		05/08/2019	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	4,574.83	

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				05/08/2019			0000071474									4,574.83
05/08/19	0000071475	C		05/08/2019	JUNTILLA, TIMOTHY	REIMBURSEMENT	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	115.38	
				05/08/2019			0000071475									115.38
05/08/19	0000071476	C		05/08/2019	PAZ, RICARDO	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	18-19	3,093.38	
				05/08/2019			0000071476									3,093.38
05/08/19	0000071477	C		05/08/2019	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Veterans Services	01.3	00000.0	00000	70004	7530	6480000	18-19	2,463.75	
				05/08/2019			0000071477									2,463.75
05/08/19	0000071478	A		05/08/2019	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	4,536.55	
				05/08/2019			0000071478									4,536.55
05/08/19	0000071479	C		05/08/2019	JUNTILLA, TIMOTHY	REIMBURSEMENT	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	252.00	
				05/08/2019			0000071479									252.00
05/08/19	0000071480	C		05/08/2019	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	18-19	130.86	
				05/08/2019			0000071480									130.86
05/08/19	0000071481	C		05/08/2019	CARRILLO, ROSA	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	18-19	542.76	
				05/08/2019			0000071481									542.76
05/08/19	0000071482	A		05/08/2019	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	1,010.46	
				05/08/2019			0000071482									1,010.46
05/08/19	0000071483	C		05/08/2019	SMART & FINAL IRIS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	7610	6190000	18-19	6,250.00	

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						05/08/2019	0000071483	SMART & FINAL IRIS								6,250.00
05/08/19	0000071484	C		05/08/2019	SUPERIOR GROCERS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	7610	6190000	18-19	6,250.00	
						05/08/2019	0000071484	SUPERIOR GROCERS								6,250.00
05/08/19	0000071485	P		05/09/2019	AMAZON	BOOKS	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	1,270.20	
						05/08/2019	0000071485	AMAZON								1,270.20
05/08/19	0000071486	A		05/08/2019	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	682.55	
						05/08/2019	0000071486	DIVERSIFIED BUSINESS SERVICES								682.55
05/08/19	0000071487	A		05/08/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	1,140.43	
						05/08/2019	0000071487	GOLDEN STAR TECHNOLOGY INC.								1,140.43
05/08/19	0000071488	C		05/08/2019	AT&T	UTILITIES	Parking	39.5	00000.0	00000	79800	5640	6950000	18-19	262.08	
						05/08/2019	0000071488	AT&T								262.08
05/08/19	0000071489	A		05/08/2019	JOHNSTONE SUPPLY	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	525.60	
						05/08/2019	0000071489	JOHNSTONE SUPPLY								525.60
05/08/19	0000071490	A		05/23/2019	AMAZON	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	18-19	136.42	
						05/08/2019	0000071490	AMAZON								136.42
05/08/19	0000071491	A		05/08/2019	LA RAN PROFESSIONAL	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	454.31	
						05/08/2019	0000071491	LA RAN PROFESSIONAL HAIR CARE SYS								454.31
05/08/19	0000071492	A		05/08/2019	HOME DEPOT #0608	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	18-19	565.26	

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						05/08/2019	0000071492	HOME DEPOT #0608								565.26
05/08/19	0000071493	A		05/08/2019	NCS PEARSON, INC.	MISCELLANEOUS	Interdisciplinary Studies	01.3	00000.0	00000	71130	6310	4900000	18-19	4,982.25	
						05/08/2019	0000071493	NCS PEARSON, INC.								4,982.25
05/08/19	0000071494	A		05/08/2019	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	5830	7000000	18-19	12,924.18	
						05/08/2019	0000071494	DIVERSIFIED BUSINESS SERVICES								12,924.18
05/08/19	0000071495	C		05/08/2019	DUARTE,LUIS	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	16.36	
						05/08/2019	0000071495	DUARTE,LUIS								16.36
05/08/19	0000071496	C		05/08/2019	GALLIVAN, TOM	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	511.90	
						05/08/2019	0000071496	GALLIVAN, TOM								511.90
05/08/19	0000071497	C	1	05/09/2019	ULINE	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	2,451.12	
						05/08/2019	0000071497	ULINE								2,451.12
05/08/19	0000071498	A		05/08/2019	HARBOR FREIGHT TOOL	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	561.27	
								01.1	00000.0	00100	02600	4325	0960000	18-19	435.17	
						05/08/2019	0000071498	HARBOR FREIGHT TOOL								996.44
05/08/19	0000071499	A		05/08/2019	GOPHER	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	4320	0806000	18-19	781.60	
						05/08/2019	0000071499	GOPHER								781.60
05/08/19	0000071500	A		05/08/2019	ZOGICS LLC	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	4320	0806000	18-19	1,335.24	
						05/08/2019	0000071500	ZOGICS LLC								1,335.24
05/09/19	0000071502	C		05/09/2019	SALLY'S BEAUTY SUPPLY	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	499.89	

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						05/09/2019	0000071502	SALLY'S BEAUTY SUPPLY							499.89	
05/09/19	0000071503	A		05/09/2019	MYERS TIRE SUPPLY	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	278.70	
						05/09/2019	0000071503	MYERS TIRE SUPPLY							278.70	
05/09/19	0000071504	A		05/09/2019	BARNES & NOBLE	BOOKS	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	657.00	
						05/09/2019	0000071504	BARNES & NOBLE							657.00	
05/09/19	0000071505	C		05/09/2019	UNITED OF OMAHA	INSURANCE	Business-Commerce	01.0	00000.0	00000	01310	3910	0501000	18-19	17,026.00	
							Fine & Applied Arts	01.0	00000.0	00000	01310	3910	1051000	18-19	13,051.00	
							Business-Commerce	01.0	00000.0	00000	02510	3910	0501000	18-19	34,052.00	
							Fine & Applied Arts	01.0	00000.0	00000	02520	3910	1051000	18-19	16,584.00	
							Nursing	01.0	00000.0	00000	02530	3910	1230000	18-19	35,026.00	
							Dental Assisting	01.0	00000.0	00000	02530	3910	1240100	18-19	16,143.00	
							CIS	01.0	00000.0	00000	02570	3910	0700000	18-19	50,415.00	
							Mathematics	01.0	00000.0	00000	02570	3910	1700000	18-19	63,467.00	
							Physical Sciences	01.0	00000.0	00000	02570	3910	1951000	18-19	33,610.00	
							Division Office	01.0	00000.0	00000	02600	3910	0951000	18-19	34,052.00	
							Humanities (Letters)	01.0	00000.0	00000	02540	3910	1500000	18-19	17,026.00	
							Psychology	01.0	00000.0	00000	02540	3910	2000000	18-19	16,584.00	
							German	01.0	00000.0	00000	02550	3910	1103000	18-19	17,026.00	
							Spanish	01.0	00000.0	00000	02550	3910	1105000	18-19	17,026.00	
							English	01.0	00000.0	00000	02550	3910	1501000	18-19	65,013.00	
							reading center	01.0	00000.0	00000	02550	3910	1501200	18-19	31,844.00	
							Speech,Debate-Forensic	01.0	00000.0	00000	02550	3910	1506000	18-19	14,818.00	

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05/09/19	0000071505	C		05/09/2019	UNITED OF OMAHA	INSURANCE	Education, General	01.0	00000.0	00000	02560	3910	0801000	18-19	30,960.00	
							Disabled Students	01.0	00000.0	00000	03500	3920	6420000	18-19	35,083.00	
							Campus Police	01.0	00000.0	00000	03700	3920	6795000	18-19	7,946.00	
							Admissions	01.0	00000.0	00000	03800	3920	6225000	18-19	16,210.00	
							Accounting & Payroll	01.0	00000.0	00000	04200	3920	6725000	18-19	10,265.00	
							Building Maintenance-Re	01.0	00000.0	00000	04400	3920	6510000	18-19	31,313.00	
							Custodial Services	01.0	00000.0	00000	04400	3920	6530000	18-19	17,398.00	
							Student Activities	01.0	00000.0	09900	03300	3920	6451000	18-19	7,648.00	
							Community Service Classes	39.2	00000.0	00000	02310	3920	6820000	18-19	7,946.00	
							Counseling-Guid ance	01.0	00000.0	00000	03400	3910	6310000	18-19	19,636.00	
							Learning Center	01.0	00000.0	00000	01220	3920	6110000	18-19	14,702.00	
							Transfer Programs	01.0	00000.0	00000	03400	3910	6330000	18-19	20,961.00	
							activated	01.0	00000.0	00000	01220	3920	2200000	18-19	10,830.00	
							Instructional Office	01.0	00000.0	00000	02100	3920	6016000	18-19	10,314.00	
								01.0	00000.0	00000	02110	3920	6016000	18-19	9,823.00	
							Management Information	01.0	00000.0	00000	02210	3920	6780000	18-19	76,654.00	
							Library	01.0	00000.0	00000	02220	3920	6120000	18-19	17,996.00	
							Health Professions	01.0	00000.0	00000	02530	3920	1201000	18-19	12,380.00	
							Physical Sciences	01.0	00000.0	00000	02570	3920	1951000	18-19	18,390.00	
							Student Personnel	01.0	00000.0	00000	03100	3920	6450000	18-19	11,600.00	
							Financial Aid Administration	01.0	00000.0	00000	03200	3920	6460000	18-19	21,724.00	

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						05/09/2019	0000071505	UNITED OF OMAHA								902,542.00
05/09/19	0000071506	A		05/25/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	114.88	
						05/09/2019	0000071506	BANK OF AMERICA								114.88
05/09/19	0000071507	C		05/09/2019	CA COMM COLLEGE ATHLETIC	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	100.00	
						05/09/2019	0000071507	CA COMM COLLEGE ATHLETIC DIRECTORS ASSOC								100.00
05/09/19	0000071508	C		05/09/2019	HARRAH'S LAKE TAHOE	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	389.88	
						05/09/2019	0000071508	HARRAH'S LAKE TAHOE								389.88
05/09/19	0000071509	C		05/25/2019	BANK OF AMERICA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	373.00	
						05/09/2019	0000071509	BANK OF AMERICA								373.00
05/09/19	0000071510	P		05/09/2019	HERTZ CAR RENTAL	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	221.00	
						05/09/2019	0000071510	HERTZ CAR RENTAL								221.00
05/09/19	0000071511	A		05/25/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	142.61	
						05/09/2019	0000071511	BANK OF AMERICA								142.61
05/10/19	0000071512	A		05/25/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	471.15	
						05/10/2019	0000071512	BANK OF AMERICA								471.15
05/10/19	0000071513	C		05/25/2019	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	274.60	
						05/10/2019	0000071513	BANK OF AMERICA								274.60
05/10/19	0000071514	C		05/25/2019	BANK OF AMERICA	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4550	0960000	18-19	99.50	

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						05/10/2019	0000071514	BANK OF AMERICA								99.50
05/10/19	0000071515	P		05/16/2019	BANK OF AMERICA	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	18-19	254.00	
						05/10/2019	0000071515	BANK OF AMERICA								254.00
05/10/19	0000071516	A		05/10/2019	CHERRY, MARTHA	CONTRACTED SERVICES	Division Office	01.0	00000.0	00000	02600	5810	0951000	18-19	15.00	
						05/10/2019	0000071516	CHERRY, MARTHA								15.00
05/10/19	0000071517	P		05/10/2019	BANK OF AMERICA	MISCELLANEOUS	PE Academy	01.0	00000.0	00000	02560	4320	0805000	18-19	650.00	
						05/10/2019	0000071517	BANK OF AMERICA								650.00
05/10/19	0000071518	P		05/10/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	99.85	
						05/10/2019	0000071518	AMAZON								99.85
05/10/19	0000071519	P		05/10/2019	AMAZON.COM SERVICES, INC.	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	18-19	7.44	
						05/10/2019	0000071519	AMAZON.COM SERVICES, INC.								7.44
05/10/19	0000071520	P		05/10/2019	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	364.47	
						05/10/2019	0000071520	AMAZON								364.47
05/10/19	0000071521	P		05/10/2019	AMAZON	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	53.32	
						05/10/2019	0000071521	AMAZON								53.32
05/10/19	0000071522	P		05/10/2019	AMAZON	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	165.00	
						05/10/2019	0000071522	AMAZON								165.00
05/10/19	0000071523	P		05/10/2019	AMAZON	MISCELLANEOUS	Dance	01.0	00000.0	00000	02560	4320	0804000	18-19	49.98	
						05/10/2019	0000071523	AMAZON								49.98

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05/10/19	0000071524	P		05/10/2019	AMAZON	MISCELLANEOUS	Dance	01.0	00000.0	00000	02560	4320	0804000	18-19	301.04	
				05/10/2019			0000071524	AMAZON								301.04
05/11/19	0000071525	X	1	05/25/2019	JOHNSON CONTROLS FIRE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	478.80	
				05/11/2019			0000071525	JOHNSON CONTROLS FIRE PROTECTION LP								478.80
05/11/19	0000071526	A		05/11/2019	HU-FRIEDY MFG. CO. LLC	DENTAL SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	157.21	
								01.3	00000.0	00000	71130	6450	4900000	18-19	8,147.07	
				05/11/2019			0000071526	HU-FRIEDY MFG. CO. LLC								8,304.28
05/11/19	0000071527	A		05/14/2019	E3 AUDIOMETRICS	MEDICAL & LAB SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	5,244.13	
				05/11/2019			0000071527	E3 AUDIOMETRICS								5,244.13
05/11/19	0000071528	P		05/16/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	141.32	
				05/11/2019			0000071528	AMAZON								141.32
05/11/19	0000071529	C		05/11/2019	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	6,393.45	
				05/11/2019			0000071529	COMMUNITY COLLEGE LIBRARY CONSORTIUM								6,393.45
05/11/19	0000071530	C		05/11/2019	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	19,758.25	
				05/11/2019			0000071530	COMMUNITY COLLEGE LIBRARY CONSORTIUM								19,758.25
05/11/19	0000071531	P		05/11/2019	AMAZON	STORAGE SUPP/EQUIP	Interdisciplinary Studies	39.8	00000.0	00000	77500	4320	4900000	18-19	558.84	
				05/11/2019			0000071531	AMAZON								558.84
05/13/19	0000071532	C		05/13/2019	CRANIUM CAFE, LLC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5810	6300000	18-19	16,250.00	
				05/13/2019			0000071532	CRANIUM CAFE, LLC								16,250.00

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05/13/19	0000071533	A		05/13/2019	MR. B'S TEE	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	18-19	649.81	
				05/13/2019			0000071533		MR. B'S TEE							649.81
05/13/19	0000071534	P		05/13/2019	BANK OF AMERICA	MISCELLANEOUS	Education	01.3	00000.0	05600	70200	4320	0800000	18-19	103.96	
				05/13/2019			0000071534		BANK OF AMERICA							103.96
05/13/19	0000071535	A		05/13/2019	GOPHER	MISCELLANEOUS	Education	01.3	00000.0	05600	70200	4320	0800000	18-19	1,553.60	
				05/13/2019			0000071535		GOPHER							1,553.60
05/13/19	0000071536	A		05/13/2019	NATIONAL SCIENCE TEACHERS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	236.19	
				05/13/2019			0000071536		NATIONAL SCIENCE TEACHERS ASSOCIATION							236.19
05/13/19	0000071537	A		05/13/2019	GORDON'S AUTO SERVICES	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	18-19	809.52	
				05/13/2019			0000071537		GORDON'S AUTO SERVICES							809.52
05/13/19	0000071538	A		05/13/2019	CRESTLINE CO.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	948.37	
				05/13/2019			0000071538		CRESTLINE CO.							948.37
05/13/19	0000071539	A		05/13/2019	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Apprenticeships-Field Ironwork	01.3	00000.0	00000	72330	4550	0909000	18-19	1,049.91	
				05/13/2019			0000071539		4IMPRINT							1,049.91
05/13/19	0000071540	A		05/13/2019	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	18-19	250.25	
				05/13/2019			0000071540		FOLLETT BOOKSTORE #603							250.25
05/13/19	0000071541	A		05/13/2019	LOS ANGELES REGIONAL FOOD	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	71160	5810	6190000	18-19	300.00	
				05/13/2019			0000071541		LOS ANGELES REGIONAL FOOD BANK							300.00
05/13/19	0000071542	A		05/13/2019	CV LINENS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	131.24	

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						05/13/2019	0000071542	CV LINENS								131.24
05/13/19	0000071543	A		05/13/2019	CROWN PROMOTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5830	6460000	18-19	2,690.38	
						05/13/2019	0000071543	CROWN PROMOTIONS GROUP								2,690.38
05/13/19	0000071544	C		05/13/2019	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	18-19	111.14	
						05/13/2019	0000071544	RODGER'S CATERING								111.14
05/13/19	0000071545	A		05/13/2019	B & H PHOTO VIDEO	PRINTING SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	6450	4900000	18-19	15,986.64	
						05/13/2019	0000071545	B & H PHOTO VIDEO								15,986.64
05/13/19	0000071546	A	1	05/20/2019	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	18-19	2,537.77	
						05/13/2019	0000071546	RAN GRAPHICS								2,537.77
05/13/19	0000071547	A		05/13/2019	CROWN PROMOTIONS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	18-19	230.24	
						05/13/2019	0000071547	CROWN PROMOTIONS GROUP								230.24
05/13/19	0000071548	C		05/13/2019	HILTON AUBURN HILLS SUITES	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5210	0900000	18-19	574.04	
						05/13/2019	0000071548	HILTON AUBURN HILLS SUITES								574.04
05/13/19	0000071549	P		05/14/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	39.20	
						05/13/2019	0000071549	BANK OF AMERICA								39.20
05/13/19	0000071550	A		05/13/2019	CROWN PROMOTIONS	OPEN1	Oth Instr Sup Services	01.3	00000.0	00000	71160	4550	6190000	18-19	5,146.50	
						05/13/2019	0000071550	CROWN PROMOTIONS GROUP								5,146.50
05/13/19	0000071551	A		05/13/2019	ALL AMERICAN TROPHY	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	18-19	54.76	

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						05/13/2019	0000071551			ALL AMERICAN TROPHY						54.76
05/13/19	0000071552	C		05/13/2019	DOUBLETREE BY HILTON LOS	CONFERENCE SUPPLIES	Foster Care	39.6	00000.0	00000	76510	5810	1305700	18-19	1,200.00	
						05/13/2019	0000071552			DOUBLETREE BY HILTON LOS ANGELES-NORWALK						1,200.00
05/13/19	0000071553	C		05/22/2019	BANK OF AMERICA	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76617	5810	6190000	18-19	2,082.50	
						05/13/2019	0000071553			BANK OF AMERICA						2,082.50
05/13/19	0000071554	A		05/13/2019	RAN GRAPHICS	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	5830	6330000	18-19	447.05	
						05/13/2019	0000071554			RAN GRAPHICS						447.05
05/14/19	0000071555	C		05/14/2019	SOUTH COAST A.Q.M.D.	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	132.98	
						05/14/2019	0000071555			SOUTH COAST A.Q.M.D.						132.98
05/14/19	0000071556	C		05/14/2019	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	4,780.48	
						05/14/2019	0000071556			CERRITOS COLLEGE DISTRICT						4,780.48
05/14/19	0000071557	A		05/14/2019	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	2,330.00	
						05/14/2019	0000071557			RDM ELECTRIC CO., INC.						2,330.00
05/14/19	0000071558	A		05/14/2019	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	1,540.00	
						05/14/2019	0000071558			ENVISE						1,540.00
05/15/19	0000071559	A		05/15/2019	LANDRO'S CATERING SERVICE	CATERING SERVICES	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	18-19	2,000.00	
						05/15/2019	0000071559			LANDRO'S CATERING SERVICE						2,000.00
05/15/19	0000071560	A		05/15/2019	PEREZ, DILCIE	REIMBURSEMENT	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	18-19	242.00	

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						05/15/2019	0000071560		PEREZ, DILCIE							242.00
05/15/19	0000071561	A		05/17/2019	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	18-19	1,622.79	
						05/15/2019	0000071561		4IMPRINT							1,622.79
05/15/19	0000071562	A		05/17/2019	BRUSTEIN & MANASEVIT, PLLC	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	18-19	517.46	
						05/15/2019	0000071562		BRUSTEIN & MANASEVIT, PLLC							517.46
05/15/19	0000071563	C		05/15/2019	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	214.05	
						05/15/2019	0000071563		MCKINLEY, COLLEEN							214.05
05/15/19	0000071564	A		05/17/2019	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5830	6190000	18-19	434.02	
						05/15/2019	0000071564		DIVERSIFIED BUSINESS SERVICES							434.02
05/15/19	0000071565	C		05/23/2019	NETWORK INTERPRETING	SOFTWARE	Oth Instr Sup Services	01.3	00000.0	79000	73330	6310	6190000	18-19	150.00	
						05/15/2019	0000071565		NETWORK INTERPRETING SERVICE, INC.							150.00
05/15/19	0000071566	A		05/17/2019	MR. B'S TEE	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70364	4550	6190000	18-19	1,499.31	
						05/15/2019	0000071566		MR. B'S TEE							1,499.31
05/15/19	0000071567	C		05/15/2019	THEATRE SERVICES, INC.	RENTS/RENTALS	Theater	01.0	00000.0	00000	02520	5610	1055000	18-19	550.00	
						05/15/2019	0000071567		THEATRE SERVICES, INC.							550.00
05/15/19	0000071568	A		05/15/2019	WARD, DAVID	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	363.50	
						05/15/2019	0000071568		WARD, DAVID							363.50
05/15/19	0000071569	A		05/15/2019	LOCK, BRADLEY	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	18-19	507.09	

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						05/15/2019	0000071569			LOCK, BRADLEY						507.09
05/15/19	0000071570	A		05/15/2019	BALLOON WONDERLAND	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	229.95	
						05/15/2019	0000071570			BALLOON WONDERLAND						229.95
05/15/19	0000071571	C		05/15/2019	NORWALK FLORIST (FLOWERS BY	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	384.88	
						05/15/2019	0000071571			NORWALK FLORIST (FLOWERS BY ALLAN)						384.88
05/15/19	0000071572	A		05/17/2019	BARNES & NOBLE	MISCELLANEOUS	Counseling-Guidance	39.0	00000.0	00000	74300	4550	6310000	18-19	867.24	
						05/15/2019	0000071572			BARNES & NOBLE						867.24
05/15/19	0000071573	A		05/15/2019	DOWNEY PATRIOT, THE	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	900.00	
						05/15/2019	0000071573			DOWNEY PATRIOT, THE						900.00
05/15/19	0000071574	A		05/15/2019	IMPREMEDIA OPERATING	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	700.00	
						05/15/2019	0000071574			IMPREMEDIA OPERATING COMPANY, LLC						700.00
05/15/19	0000071575	A		05/15/2019	LOS CERRITOS COMMUNITY NEWS	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	630.00	
						05/15/2019	0000071575			LOS CERRITOS COMMUNITY NEWS						630.00
05/15/19	0000071576	A		05/17/2019	4IMPRINT	MISCELLANEOUS	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	657.60	
						05/15/2019	0000071576			4IMPRINT						657.60
05/15/19	0000071577	A		05/15/2019	GOLDEN STAR TECHNOLOGY INC.	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	6460	6190000	18-19	2,995.68	
						05/15/2019	0000071577			GOLDEN STAR TECHNOLOGY INC.						2,995.68
05/15/19	0000071578	C		05/15/2019	WHITE, CAROLE	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	18-19	500.00	

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						05/15/2019	0000071578		WHITE, CAROLE							500.00
05/15/19	0000071579	A		05/15/2019	CDW-GOVERNMENT INC	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	84.82	
						05/15/2019	0000071579		CDW-GOVERNMENT INC							84.82
05/16/19	0000071580	C		05/16/2019	PNV	NON-INSTRUCTIONAL SUPPLIES	Child Development	39.8	00000.0	00000	77530	4320	6920000	18-19	360.00	
						05/16/2019	0000071580		PNV							360.00
05/16/19	0000071581	C		05/16/2019	KANOPY LLC	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	4,390.00	
						05/16/2019	0000071581		KANOPY LLC							4,390.00
05/16/19	0000071582	C		05/16/2019	KANOPY LLC	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	18-19	3,900.00	
						05/16/2019	0000071582		KANOPY LLC							3,900.00
05/16/19	0000071583	C		05/16/2019	KANOPY LLC	MISCELLANEOUS	Library	01.3	00000.0	00000	71130	6320	6120000	18-19	16,000.00	
						05/16/2019	0000071583		KANOPY LLC							16,000.00
05/16/19	0000071584	A		05/16/2019	STAPLES ADVANTAGE	OFFICE SUPPLIES	Child Development	01.3	00000.0	00000	70780	4550	6920000	18-19	64.78	
						05/16/2019	0000071584		STAPLES ADVANTAGE							64.78
05/16/19	0000071585	A		05/16/2019	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	5,950.48	
						05/16/2019	0000071585		IMAGE 2000, INC.							5,950.48
05/16/19	0000071586	C		05/16/2019	BRUSTEIN & MANASEVIT, PLLC	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	18-19	350.00	
						05/16/2019	0000071586		BRUSTEIN & MANASEVIT, PLLC							350.00
05/16/19	0000071587	A		05/17/2019	STAPLES ADVANTAGE	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	18-19	109.49	
						05/16/2019	0000071587		STAPLES ADVANTAGE							109.49

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05/16/19	0000071588	P		05/16/2019	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	18-19	13.49	
				05/16/2019			0000071588	AMAZON								13.49
05/16/19	0000071589	C		05/17/2019	YORKE, CARLA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00009	79850	4550	6016000	18-19	68.84	
				05/16/2019			0000071589	YORKE, CARLA								68.84
05/16/19	0000071590	A		05/17/2019	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Trnsfers & Pymnts to/for	01.3	00000.0	03500	71200	7610	7300000	18-19	1,281.08	
				05/16/2019			0000071590	DIVERSIFIED BUSINESS SERVICES								1,281.08
05/16/19	0000071591	C		05/17/2019	GRIJALVA, TONI	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	18-19	198.93	
				05/16/2019			0000071591	GRIJALVA, TONI								198.93
05/16/19	0000071592	A		05/17/2019	BARNES & NOBLE	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	18-19	1,153.04	
				05/16/2019			0000071592	BARNES & NOBLE								1,153.04
05/16/19	0000071593	A		05/17/2019	GATEWAY GUARDIAN	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	300.00	
				05/16/2019			0000071593	GATEWAY GUARDIAN NEWSPAPER, INC.								300.00
05/16/19	0000071594	C		05/17/2019	WEST EAST INTERNATIONAL	CONTRACTED SERVICES	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	100.00	
				05/16/2019			0000071594	WEST EAST INTERNATIONAL CULTURE INTERFLO								100.00
05/16/19	0000071595	C		05/17/2019	SHAH, KALPANA	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	100.00	
				05/16/2019			0000071595	SHAH, KALPANA								100.00
05/16/19	0000071596	A		05/17/2019	HALAU HULA O KA'ANOHIOKALA	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	100.00	
				05/16/2019			0000071596	HALAU HULA O KA'ANOHIOKALA								100.00

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05/16/19	0000071597	A		05/17/2019	BRIGOLI, GERALDINE PUANANI	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	100.00	
				05/16/2019			0000071597									100.00
05/16/19	0000071598	A		05/17/2019	GANDHI, DHARA PRANAV	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	100.00	
				05/16/2019			0000071598									100.00
05/16/19	0000071599	A		05/17/2019	TCB PRINTING	PRINTING SERVICES	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	18-19	26.28	
				05/16/2019			0000071599									26.28
05/16/19	0000071600	C		05/17/2019	ASSOCIATED STUDENTS	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	18-19	200.00	
				05/16/2019			0000071600									200.00
05/16/19	0000071601	A		05/17/2019	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70364	4550	6190000	18-19	98.14	
				05/16/2019			0000071601									98.14
05/16/19	0000071602	P		05/16/2019	AMAZON	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	109.80	
				05/16/2019			0000071602									109.80
05/16/19	0000071603	P		05/21/2019	BANK OF AMERICA	MISCELLANEOUS	Trnsfers & Pymnts to/for	01.3	00000.0	03100	71200	7610	7300000	18-19	170.00	
				05/16/2019			0000071603									170.00
05/16/19	0000071604	A		05/17/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	38,153.52	
				05/16/2019			0000071604									38,153.52
05/16/19	0000071605	P		05/16/2019	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	90.01	
				05/16/2019			0000071605									90.01

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05/16/19	0000071606	A		05/17/2019	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	18-19	508.75	
				05/16/2019			0000071606			RAN GRAPHICS						508.75
05/16/19	0000071607	C		05/17/2019	SVM, LP	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	7,020.95	
				05/16/2019			0000071607			SVM, LP						7,020.95
05/16/19	0000071608	C		05/17/2019	SVM, LP	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	5,020.95	
				05/16/2019			0000071608			SVM, LP						5,020.95
05/16/19	0000071609	A		05/17/2019	DIVERSIFIED BUSINESS SERVICES	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	7530	6190000	18-19	490.01	
				05/16/2019			0000071609			DIVERSIFIED BUSINESS SERVICES						490.01
05/16/19	0000071610	P		05/16/2019	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	75.37	
				05/16/2019			0000071610			AMAZON						75.37
05/17/19	0000071611	C		05/17/2019	PHILLIPS DESIGN & MARKETING, INC.	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	2,499.90	
				05/17/2019			0000071611			PHILLIPS DESIGN & MARKETING, INC.						2,499.90
05/17/19	0000071612	A		05/17/2019	ENVISE	MISCELLANEOUS	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	2,037.00	
				05/17/2019			0000071612			ENVISE						2,037.00
05/17/19	0000071613	A		05/17/2019	INDUSTRIAL ELECTRICAL	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	68.99	
				05/17/2019			0000071613			INDUSTRIAL ELECTRICAL SERVICE						68.99
05/17/19	0000071614	C		05/17/2019	LEVY PREMIUM FOODSERVICE LP	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76618	5810	6190000	18-19	900.00	
				05/17/2019			0000071614			LEVY PREMIUM FOODSERVICE LP						900.00

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05/17/19	0000071615	C		05/17/2019	ST. PETER'S ITALIAN CHURCH	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76618	5810	6190000	18-19	3,000.00	
				05/17/2019			0000071615									3,000.00
05/17/19	0000071616	C		05/17/2019	FRONKE, MARK	REIMBURSEMENT	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	18-19	131.44	
				05/17/2019			0000071616									131.44
05/17/19	0000071617	A		05/17/2019	AT&T CORP.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	10110	04100	5890	6720000	18-19	10,750.00	
				05/17/2019			0000071617									10,750.00
05/17/19	0000071618	A		05/17/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	6460	6016000	18-19	578.24	
				05/17/2019			0000071618									578.24
05/17/19	0000071619	P		05/21/2019	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Academic Administration	01.3	00000.0	00000	72800	4550	6010000	18-19	1,221.62	
				05/17/2019			0000071619									1,221.62
05/17/19	0000071620	P		05/21/2019	BANK OF AMERICA	MISCELLANEOUS	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	1,199.70	
				05/17/2019			0000071620									1,199.70
05/17/19	0000071621	A		05/17/2019	HOWARD TECHNOLOGY	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	18-19	11,646.20	
				05/17/2019			0000071621									11,646.20
05/17/19	0000071622	A		05/20/2019	DOING GOOD WORKS	MISCELLANEOUS	Trnsfers & Pymnts to/for	01.3	00000.0	03500	71200	7610	7300000	18-19	4,779.70	
				05/17/2019			0000071622									4,779.70
05/17/19	0000071623	A		05/17/2019	F & M AUTO REPAIR CORPORATION	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	1,704.08	
				05/17/2019			0000071623									1,704.08

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05/18/19	0000071624	C		05/18/2019	DEPARTMENT OF MOTOR VEHICLES	OFFICE SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	51.00	
				05/18/2019			0000071624									51.00
05/18/19	0000071625	A		05/18/2019	CAROLINA BIOLOGICAL SUPPLY	BOOKS/SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	590.11	
				05/18/2019			0000071625									590.11
05/18/19	0000071626	A		05/18/2019	COMPUTERLAND - SILICON VALLEY	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	8,844.00	
				05/18/2019			0000071626									8,844.00
05/20/19	0000071627	C		05/20/2019	MARRIOTT MARQUIS WASHINGTON DC	HOTELS	International Students	01.0	00000.0	00000	03420	5210	6452000	18-19	1,603.55	
				05/20/2019			0000071627									1,603.55
05/20/19	0000071628	C		05/20/2019	MARRIOTT MARQUIS WASHINGTON DC	HOTELS	International Students	01.0	00000.0	00000	03420	5210	6452000	18-19	1,924.26	
				05/20/2019			0000071628									1,924.26
05/20/19	0000071629	A		05/20/2019	CDW-GOVERNMENT INC	COMPUTER SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	70006	6450	4900000	18-19	43,180.73	
				05/20/2019			0000071629									43,180.73
05/20/19	0000071630	A		05/20/2019	PCS MOBILE	CONTRACTED SERVICES	Campus Police	01.0	00000.0	00000	03700	5810	6795000	18-19	78,550.00	
				05/20/2019			0000071630									78,550.00
05/20/19	0000071631	C		05/21/2019	PEREZ, DILCIE	FOOD PRODUCTS	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	18-19	177.06	
				05/20/2019			0000071631									177.06
05/20/19	0000071632	P		05/21/2019	AMAZON	BOOKS/SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	104.90	
				05/20/2019			0000071632									104.90

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05/20/19	0000071633	A		05/20/2019	PARALLAX INC.	COMPUTER SUPP/EQUIP	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	325.22	
				05/20/2019			0000071633			PARALLAX INC.						325.22
05/20/19	0000071634	A		05/20/2019	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	18-19	14,099.00	
				05/20/2019			0000071634			KTS NETWORK SOLUTIONS						14,099.00
05/20/19	0000071635	P		05/28/2019	AMAZON	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70364	4550	6190000	18-19	962.23	
				05/20/2019			0000071635			AMAZON						962.23
05/20/19	0000071637	A		05/20/2019	4IMPRINT	BOOKS/SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	1,767.99	
						FREIGHT SERVICES		39.2	00000.0	00000	02310	4550	6820000	18-19	152.82	
						UNIFORMS		39.2	00000.0	00000	02310	4550	6820000	18-19	1,644.55	
				05/20/2019			0000071637			4IMPRINT						3,565.36
05/20/19	0000071638	A		05/20/2019	TCB PRINTING	PRINTING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	18-19	26.28	
				05/20/2019			0000071638			TCB PRINTING						26.28
05/20/19	0000071639	A		05/20/2019	HOLZGANG, AMY	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	300.00	
				05/20/2019			0000071639			HOLZGANG, AMY						300.00
05/20/19	0000071640	C		05/20/2019	CERRITOS COMMUNITY	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	105.00	
				05/20/2019			0000071640			CERRITOS COMMUNITY PRAYER BREAKFAST						105.00
05/20/19	0000071641	C		05/20/2019	CITY OF ARTESIA, CA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	18-19	50.00	
				05/20/2019			0000071641			CITY OF ARTESIA, CA						50.00
05/20/19	0000071642	C		05/20/2019	AAWCC	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	05102	05100	5210	6730000	18-19	1,190.00	

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						05/20/2019	0000071642	AAWCC								1,190.00
05/20/19	0000071643	C		05/20/2019	FRED PRYOR SEMINARS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72740	5210	6190000	18-19	99.00	
						05/20/2019	0000071643	FRED PRYOR SEMINARS								99.00
05/21/19	0000071644	A		05/21/2019	TCB PRINTING	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	63.51	
						05/21/2019	0000071644	TCB PRINTING								63.51
05/22/19	0000071645	C	1	05/23/2019	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70320	5210	6190000	18-19	1,125.00	
						05/22/2019	0000071645	CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS								1,125.00
05/22/19	0000071646	A		05/22/2019	HENRY SCHEIN INC	DENTAL SUPP/EQUIP	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	1,474.39	
						05/22/2019	0000071646	HENRY SCHEIN INC								1,474.39
05/22/19	0000071647	A		05/22/2019	JB PRINCE	FOOD SERVICES SUPP/EQUIP	Health	01.3	00000.0	04500	70200	6450	1200000	18-19	3,825.94	
								01.3	00000.0	04500	70200	4320	1200000	18-19	3,001.40	
						05/22/2019	0000071647	JB PRINCE								6,827.34
05/22/19	0000071648	P		05/24/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	578.99	
						05/22/2019	0000071648	AMAZON								578.99
05/22/19	0000071649	A		05/22/2019	GOLDEN STAR TECHNOLOGY INC.	INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	04100	70200	5810	6190000	18-19	8,066.87	
							CIS	01.3	00000.0	04100	70200	6450	0700000	18-19	776.13	
								01.3	00000.0	04100	70200	4320	0700000	18-19	9,904.99	
						05/22/2019	0000071649	GOLDEN STAR TECHNOLOGY INC.								18,747.99
05/22/19	0000071650	A		05/24/2019	LACMTA/METRO MAIL	MISCELLANEOUS	Trnsfers & Pymnts to/for	01.3	00000.0	03000	71200	7610	7300000	18-19	40,010.00	

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						05/22/2019	0000071650	LACMTA/METRO MAIL								40,010.00
05/22/19	0000071651	P		05/24/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	763.47	
						05/22/2019	0000071651	AMAZON								763.47
05/22/19	0000071652	A		05/22/2019	KODO KIDS	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	955.39	
						05/22/2019	0000071652	KODO KIDS								955.39
05/22/19	0000071653	A		05/22/2019	GOLDEN STAR TECHNOLOGY INC.	EQUIPMENT RENTAL/LEASE	Human Resources	01.0	00000.0	00000	05100	6460	6730000	18-19	1,711.53	
						05/22/2019	0000071653	GOLDEN STAR TECHNOLOGY INC.								1,711.53
05/22/19	0000071654	A		05/22/2019	GHA TECHNOLOGIES INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6420	6780000	18-19	9,967.85	
						05/22/2019	0000071654	GHA TECHNOLOGIES INC.								9,967.85
05/22/19	0000071655	A		05/22/2019	LIBERTY PAPER	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	18-19	7,778.88	
						05/22/2019	0000071655	LIBERTY PAPER								7,778.88
05/23/19	0000071656	C		05/23/2019	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	18-19	2,907.64	
						05/23/2019	0000071656	PERFECT FORM								2,907.64
05/23/19	0000071657	A		05/23/2019	LOS ANGELES VALLEY COLLEGE	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76619	5810	6190000	18-19	749.00	
						05/23/2019	0000071657	LOS ANGELES VALLEY COLLEGE								749.00
05/23/19	0000071658	A		05/23/2019	GLENDALE COMMUNITY	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	76619	5810	6190000	18-19	1,107.00	
						05/23/2019	0000071658	GLENDALE COMMUNITY COLLEGE								1,107.00
05/23/19	0000071659	C		05/23/2019	SANTA ROSA JUNIOR COLLEGE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76618	5210	6190000	18-19	100.00	

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						05/23/2019	0000071659	SANTA ROSA JUNIOR COLLEGE								100.00
05/23/19	0000071660	A		05/24/2019	EXTENDED STAY AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76618	5210	6190000	18-19	273.88	
						05/23/2019	0000071660	EXTENDED STAY AMERICA								273.88
05/23/19	0000071661	C		05/23/2019	SANTA ROSA JUNIOR COLLEGE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76618	5210	6190000	18-19	100.00	
						05/23/2019	0000071661	SANTA ROSA JUNIOR COLLEGE								100.00
05/23/19	0000071662	A		05/24/2019	EXTENDED STAY AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76618	5210	6190000	18-19	273.88	
						05/23/2019	0000071662	EXTENDED STAY AMERICA								273.88
05/23/19	0000071663	C		05/23/2019	SANTA ROSA JUNIOR COLLEGE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76619	5210	6190000	18-19	100.00	
						05/23/2019	0000071663	SANTA ROSA JUNIOR COLLEGE								100.00
05/23/19	0000071664	A		05/24/2019	EXTENDED STAY AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	76619	5210	6190000	18-19	273.88	
						05/23/2019	0000071664	EXTENDED STAY AMERICA								273.88
05/24/19	0000071665	A		05/24/2019	SOCIAL ENTERPRISES, INC.	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	18-19	295.00	
						05/24/2019	0000071665	SOCIAL ENTERPRISES, INC.								295.00
05/24/19	0000071666	A		05/24/2019	SOUTH COAST WINERY RESORT &	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	18-19	861.48	
						05/24/2019	0000071666	SOUTH COAST WINERY RESORT & SPA								861.48
05/24/19	0000071667	A		05/24/2019	SOUTH COAST WINERY RESORT &	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	18-19	861.48	
						05/24/2019	0000071667	SOUTH COAST WINERY RESORT & SPA								861.48
05/24/19	0000071668	A		05/24/2019	SOCIAL ENTERPRISES, INC.	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	18-19	295.00	

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						05/24/2019	0000071668	SOCIAL ENTERPRISES, INC.								295.00
05/24/19	0000071669	A		05/24/2019	SOUTH COAST WINERY RESORT &	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	18-19	861.48	
						05/24/2019	0000071669	SOUTH COAST WINERY RESORT & SPA								861.48
05/24/19	0000071670	A		05/24/2019	SOCIAL ENTERPRISES, INC.	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	295.00	
						05/24/2019	0000071670	SOCIAL ENTERPRISES, INC.								295.00
05/24/19	0000071671	A	1	05/25/2019	SOUTH COAST WINERY RESORT &	CONFERENCE AND TRAVEL	District	01.3	00000.0	00000	00000	9330	0000000	18-19	861.48	
						05/24/2019	0000071671	SOUTH COAST WINERY RESORT & SPA								861.48
05/24/19	0000071672	C	1	05/30/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	777.20	
						05/24/2019	0000071672	BANK OF AMERICA								777.20
05/25/19	0000071673	A		05/29/2019	ACTION SALES	FOOD SERVICES SUPP/EQUIP	Interdisciplinary Studies	01.3	00000.0	00000	71130	4320	4900000	18-19	795.97	
								01.3	00000.0	00000	71130	6410	4900000	18-19	6,125.17	
								01.3	00000.0	00000	71130	6450	4900000	18-19	1,117.36	
						05/25/2019	0000071673	ACTION SALES								8,038.50
05/25/19	0000071674	A		05/25/2019	LEAK DTECT 911	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	350.00	
						05/25/2019	0000071674	LEAK DTECT 911								350.00
05/25/19	0000071675	A		05/25/2019	HYLAND SOFTWARE, INC.	SOFTWARE	District	01.0	00000.0	00000	00000	9330	0000000	18-19	20,660.84	
								01.3	00000.0	00000	00000	9330	0000000	18-19	22,411.78	
								69.0	00000.0	00000	00000	9330	0000000	18-19	700.37	
						05/25/2019	0000071675	HYLAND SOFTWARE, INC.								43,772.99

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05/25/19	0000071676	C		05/25/2019	YORKE, CARLA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	4550	6016000	18-19	123.24	
				05/25/2019			0000071676			YORKE, CARLA						123.24
05/25/19	0000071677	A		05/25/2019	HYLAND SOFTWARE, INC.	SOFTWARE	District	01.3	00000.0	00000	00000	9330	0000000	18-19	32,675.72	
				05/25/2019			0000071677			HYLAND SOFTWARE, INC.						32,675.72
05/28/19	0000071678	C		05/28/2019	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	4550	6190000	18-19	76.22	
				05/28/2019			0000071678			MCKINLEY, COLLEEN						76.22
05/28/19	0000071679	P		05/28/2019	BANK OF AMERICA	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	18-19	2,099.97	
				05/28/2019			0000071679			BANK OF AMERICA						2,099.97
05/29/19	0000071680	P		05/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	18-19	652.81	
				05/29/2019			0000071680			BANK OF AMERICA						652.81
05/29/19	0000071681	A		05/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	18-19	209.95	
				05/29/2019			0000071681			BANK OF AMERICA						209.95
05/29/19	0000071682	A		05/29/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	18-19	749.60	
				05/29/2019			0000071682			BANK OF AMERICA						749.60
05/30/19	0000071683	A		05/30/2019	COUNTY OF LOS ANGELES	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	1,020.00	
				05/30/2019			0000071683			COUNTY OF LOS ANGELES						1,020.00
05/30/19	0000071684	A		05/30/2019	WATER REPLENISHMENT	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	117.60	
				05/30/2019			0000071684			WATER REPLENISHMENT DISTRICT OF SO CAL						117.60

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
05/30/19	0000071685	A		05/30/2019	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	901.00	
						05/30/2019	0000071685		ENVISE							901.00
05/30/19	0000071686	A		05/30/2019	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	1,681.00	
						05/30/2019	0000071686		ENVISE							1,681.00
05/30/19	0000071687	A		05/30/2019	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	587.00	
						05/30/2019	0000071687		ENVISE							587.00
05/30/19	0000071688	A		05/30/2019	RDM ELECTRIC CO., INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65054	6120	7100000	18-19	8,689.00	
						05/30/2019	0000071688		RDM ELECTRIC CO., INC.							8,689.00
05/30/19	0000071689	A		05/30/2019	ABELON, AYAKO	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	60.00	
						05/30/2019	0000071689		ABELON, AYAKO							60.00
05/30/19	0000071690	A		05/30/2019	JOBSPEAKER	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70261	5810	6190000	18-19	20,000.00	
						05/30/2019	0000071690		JOBSPEAKER							20,000.00
05/30/19	0000071691	A		05/30/2019	INTERACT COMMUNICATIONS,	ADVERTISING	Oth Instr Sup Services	01.3	00000.0	00000	70025	5830	6190000	18-19	6,000.00	
						05/30/2019	0000071691		INTERACT COMMUNICATIONS, INC.							6,000.00
05/30/19	0000071692	A	1	05/31/2019	TRINITY GRAPHICS, INC.	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	179.03	
						05/30/2019	0000071692		TRINITY GRAPHICS, INC.							179.03
05/31/19	0000071693	P		05/31/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01300	01100	5210	6005000	18-19	600.00	
						05/31/2019	0000071693		BANK OF AMERICA							600.00

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05/31/19	0000071694	A		05/31/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	765.11	
				05/31/2019			0000071694			BANK OF AMERICA						765.11
05/02/19	15C0168C	A		05/02/2019	WOODS, JANET	MISCELLANEOUS	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	18-19	100.00	
				05/02/2019			15C0168C			WOODS, JANET						100.00
05/28/19	17P012-12	A		05/28/2019	FLOOR TECH AMERICA, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	369,035.00	
				05/28/2019			17P012-12			FLOOR TECH AMERICA, INC.						369,035.00
05/21/19	18C0170	A		05/21/2019	NORWALK-LA MIRADA USD	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5810	6190000	18-19	846.00	
				05/21/2019			18C0170			NORWALK-LA MIRADA USD						846.00
05/02/19	18C0181	A		05/02/2019	CORTEZ, BRYAN	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	18-19	150.00	
				05/02/2019			18C0181			CORTEZ, BRYAN						150.00
05/06/19	18C0204	A		05/06/2019	COMMUNITY COLLEGE LEAGUE of	CONTRACTED SERVICES	Board of Trustees	01.0	00000.0	00000	01100	5810	6005000	18-19	5,369.86	
				05/06/2019			18C0204			COMMUNITY COLLEGE LEAGUE of CALIFORNIA						5,369.86
05/01/19	18C0278	C		05/01/2019	ECONOMIC MODELING	CONTRACTED SERVICES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	18-19	11,500.00	
				05/01/2019			18C0278			ECONOMIC MODELING SPECIALIST						11,500.00
05/14/19	18C0289	A		05/14/2019	STRATA INFORMATION	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5810	6300000	18-19	10,700.00	
				05/14/2019			18C0289			STRATA INFORMATION GROUP						10,700.00
05/29/19	18C0290	A		05/29/2019	OCHOA, GILDA L.	MISCELLANEOUS	Center for Teaching	01.3	00000.0	01004	73460	5810	6195000	18-19	2,000.00	
				05/29/2019			18C0290			OCHOA, GILDA L.						2,000.00
05/29/19	18C0295	A		05/29/2019	PARKMOBILE LLC.	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	500.00	

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						05/29/2019	18C0295			PARKMOBILE LLC.						500.00
05/20/19	18C0303	C		05/20/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00000	01100	5810	6005000	18-19	1,194.29	
						05/20/2019	18C0303			BANK OF AMERICA						1,194.29
05/24/19	18C0305	A		05/24/2019	FLORES, CHRISTOPHER A	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	5810	0900000	18-19	2,000.00	
						05/24/2019	18C0305			FLORES, CHRISTOPHER A						2,000.00
05/20/19	18C0306	A		05/20/2019	STURDIVANT, ANGELA	CONTRACTED SERVICES	Business-Commerce	01.0	00000.0	00000	02510	5810	0501000	18-19	750.00	
						05/20/2019	18C0306			STURDIVANT, ANGELA						750.00
05/13/19	18FC0024	A		05/13/2019	ALLISON MECHANICAL, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	43,500.00	
						05/13/2019	18FC0024			ALLISON MECHANICAL, INC.						43,500.00
05/28/19	18FC0025	A		05/28/2019	EZ AUTOMATED SYSTEMS , INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	19,577.00	
						05/28/2019	18FC0025			EZ AUTOMATED SYSTEMS , INC						19,577.00
05/02/19	18P003-19	A		05/02/2019	WENGER CORPORATION	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	1,811,467.00	
						05/02/2019	18P003-19			WENGER CORPORATION						1,811,467.00
05/30/19	69777A	A		05/30/2019	HAWORTH, INC.	FURNITURE, SCHOOL	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	124,046.76	
						05/30/2019	69777A			HAWORTH, INC.						124,046.76
05/24/19	70963A	A		05/24/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	35.48	
						05/24/2019	70963A			BANK OF AMERICA						35.48
05/25/19	71344A	C		05/25/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	226.50	

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				05/25/2019			71344A			BANK OF AMERICA						226.50
05/25/19	71369A	A		05/25/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Student Activities	01.0	00000.0	00000	03300	5210	6451000	18-19	226.50	
				05/25/2019			71369A			BANK OF AMERICA						226.50
05/23/19	71490A	P		05/23/2019	AMAZON	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	18-19	159.98	
				05/23/2019			71490A			AMAZON						159.98
05/25/19	71508A	C		05/25/2019	BANK OF AMERICA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5210	0801000	18-19	101.46	
				05/25/2019			71508A			BANK OF AMERICA						101.46
05/22/19	71520A	P		05/22/2019	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	79.08	
				05/22/2019			71520A			AMAZON						79.08
05/22/19	71523A	P		05/22/2019	AMAZON	MISCELLANEOUS	Dance	01.0	00000.0	00000	02560	4320	0804000	18-19	27.99	
				05/22/2019			71523A			AMAZON						27.99
05/09/19	APO180488	A		05/24/2019	FOLLETT BOOKSTORE #603	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	18-19	600.00	
				05/09/2019			APO180488			FOLLETT BOOKSTORE #603						600.00
05/09/19	APO180489	A		05/09/2019	BANK OF AMERICA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	18-19	700.00	
				05/09/2019			APO180489			BANK OF AMERICA						700.00
05/15/19	APO180490	A		05/21/2019	NETWORK INTERPRETING	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	79000	73330	5810	6190000	18-19	2,000.00	
				05/15/2019			APO180490			NETWORK INTERPRETING SERVICE, INC.						2,000.00

Total by District : 64360

4,311,330.37

4,311,330.37

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End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 26

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of May 2019

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of May 2019.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of contracts that were processed during the month of May 2019 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

May 2019 – Contracts

**Consideration of Approval of New/Amended Contracts
for the Month of May 2019**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0287	Pasadena Hospital Assoc. dba Huntington Hospital	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program.	08/16/19	08/15/22	No Cost	Health Occupations
18C0288*						
18C0289	Strata Information Group	Contractor to provide BPA Consulting services to analyze the business practice in the Counseling Services department.	05/10/19	05/17/19	\$10,700.00	Student Services
18C0290	Gilda L. Ochoa	Contractor to facilitate a 75-minute talk and discussion on Academic Profiling: Latinos, Asian Americans and the Achievement Gap. Contractor will also lead a 75-minute professional development workshop on Deconstructing Power, Privilege and Silence in the Classroom.	06/21/19	06/23/19	\$2,000.00	CTX
18C0291	Rowland Unified School District	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	11/09/18	11/08/23	No Cost	Health Occupations
18C0292	Project Return Peer Support Network	Contractor to provide clinical/practicum experiences for students enrolled in the Mental Health Worker program.	06/07/19	05/31/22	No Cost	Hum Soc Sci – Psych
18C0293	Dr. Naomi Alsada	Contractor to provide clinical/practicum experiences for students enrolled in the Dental Assisting program.	05/28/19	05/27/24	No Cost	Health Occupations
18C0294	La Familia Pharmacy	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	05/27/19	05/26/24	No Cost	Health Occupations

**Consideration of Approval of New/Amended Contracts
for the Month of May 2019**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0295	Park Mobile, LLC	Contractor to provide a system for the payment of off-street parking through a proprietary mobile application for the purchase of virtual parking permits.	06/01/19	05/31/22	\$500.00	Campus Police
18C0296	Laurie Angress	Contractor to provide Yoga/Meditation therapy three times per week to all interested students.	05/06/19	06/30/20	\$5,000.00	Student Health Services
18C0297	Parker-Anderson Enrichment - Central LA	Contractor to provide not-for-credit, fee-based workshops in the area of Technology, STEM, and Animation classes on an as needed basis.	03/11/19	12/31/19	\$6,000.00	Community Education
18C0298	Straight Talk	Contractor to provide general counseling services to Cerritos College students.	07/01/19	06/30/20	\$24,000.00	Student Health Services
18C0299**						
18C0300	Universal Fitness, LLC	Contractor to provide not-for-credit, fee-based workshops in the area of Health, Wellness and Physical Fitness classes on an as needed basis.	05/10/19	05/09/24	\$750.00	Community Education
18C0301**						
18C0302****						
18C0303	Double Tree Hotel	Contractor to provide meeting space for the April 2019 Board of Trustees Retreat Meeting	04/24/19	04/24/19	\$1,194.29	President's Office
18C0304	Telecare Corporation	Contractor to provide clinical/practicum experiences for students enrolled in the Mental Health Worker program.	07/01/19	06/30/22	No Cost	Hum Soc Sci – Psych

**Consideration of Approval of New/Amended Contracts
for the Month of May 2019**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0305	Chris Flores	Contractor to produce/collaborate on the 2019 Media Arts Festival which includes two (2) one-hour workshops.	02/04/19	04/15/19	\$2,000.00	CTE
18C0306	California School of Manners	Contractor to provide a workshop for students in the Administration of Justice Department on formal table manners and social skills.	04/12/19	04/12/19	\$750.00	BHSS
18C0307	Beverly Hospital	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	05/27/19	05/27/24	No Cost	Health Occupations
18C0308	Rancho Physical Therapy	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist assistant program.	05/27/19	05/27/24	No Cost	Health Occupations
18C0309	Samaritan Medical Tower Pharmacy	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Technician program.	05/28/19	05/27/24	No Cost	Health Occupations
18C0310	Huntington Beach City School District	Contractor to provide clinical/practicum experiences for students enrolled in the Child Development, Nursing and Speech Language Pathology Assistant programs.	05/28/19	05/27/24	No Cost	Health Occupations
18C0311	Fullerton Joint Union High School District	Contractor to provide clinical/practicum experiences for students enrolled in the Child Development, Nursing and Speech Language Pathology Assistant programs.	05/28/19	05/27/24	No Cost	Health Occupations
18C0312	Paramount Unified School District	Contractor to provide clinical/practicum experiences for students enrolled in the Child Development, Nursing and Speech Language Pathology Assistant programs.	05/28/19	05/27/24	No Cost	Health Occupations

Consideration of Approval of New/Amended Contracts for the Month of May 2019

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0313	Cedars Sinai Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program.	04/01/19	03/24/24	No Cost	Health Occupations
18C0314	Ford Motor Company	Technical Support Operations - ASSET - Automotive Student Service Education Training	05/22/19	06/30/24	No Cost	Technology – Automotive
*Contract was submitted as a separate Board item due to dollar amount and has already been approved ** No contract was issued under this contract number ***Pending ****For tracking purposes only						

Consideration of Approval of New/Amended Contracts for the Month of May 2019

AMENDED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0010*	Sign This, Inc.					

*Contract was submitted as a separate Board item due to dollar amount and has already been approved

** No contract was issued under this contract number

***Pending

****For tracking purposes only

Consideration of Approval of New/Amended Contracts for the Month of May 2019

CONSTRUCTION RELATED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18FC0026	Integrated Interiors, Inc.	Contractor to provide labor and materials for the Field House remodel.	05/13/19	06/03/19	\$47,605.00	Facilities
18FC0027	Wenger Corp.	Contractor to provide labor and materials for the installation of the AirPro Lockers at the Field House.	05/30/19	06/30/19	\$40,293.00	Facilities
*Contract was submitted as a separate Board item due to dollar amount and has already been approved ** No contract was issued under this contract number ***Pending ****For tracking purposes only						

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Calaveras Unified School District on behalf of Calaveras High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Calaveras Unified School District on behalf of Calaveras High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**CALAVERAS UNIFIED SCHOOL DISTRICT ON BEHALF OF CALAVERAS HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER
OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Calaveras Unified School District on behalf of Calaveras High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Calaveras Unified School District on behalf of Calaveras High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
CALAVERAS UNIFIED SCHOOL DISTRICT
ON BEHALF OF
CALAVERAS HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Calaveras Unified School District on behalf of Calaveras High School**, (herein after referred to as "CHS" or "Sub-Contractor"), a high school with its principal place of business at PO Box 788, San Andreas, CA 95249, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**CALAVERAS UNIFIED SCHOOL DISTRICT
ON BEHALF OF CALAVERAS HIGH SCHOOL**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**CALAVERAS UNIFIED SCHOOL DISTRICT ON
BEHALF OF CALAVERAS HIGH SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: July 17, 2019

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of the Agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2019-2020

ACTION

It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for General Child Care and Development Programs for Fiscal Year 2019-2020.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$47.98 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$239,131; funding is made possible through the California Department of Education. No District general funds will be used.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

CALIFORNIA DEPARTMENT OF EDUCATION

GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS FOR FISCAL YEAR 2019-2020

Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education (“CDE”) under the General Child Care and Development Programs whereby CDE will reimburse Cerritos College to provide preschool education services to children under the age of three. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The minimum number of child days of enrollment are 4,984 and the minimum days of operation are 243. CDE proposes to enter into an agreement with Cerritos College for fiscal year (FY) 2019-2020 to provide child development services/programs for a MRA of \$239,131 as revenue to Cerritos College. This agreement will replace the previous agreement that expired June 30, 2019.

Period: The time period of the agreement will be from July 1, 2019 through June 30, 2020.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract - California Department of Education, General Child Care and Development Programs (CCTR) Fiscal Year 2019-2020

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2019**CONTRACT NUMBER:** CCTR-9073**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 19-6436-00-9**CONTRACTOR'S NAME:** CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$239,131.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	4,984.0
Minimum Days of Operation (MDO) Requirement	243

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 239,131	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 239,131	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only

CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-9073

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,425	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6436	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,425	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 23,180	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6436	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 23,180	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 165,526	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6436			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 165,526	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of the Agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2019-2020

ACTION

It is recommended that the Board of Trustees ratify the agreement with the California Department of Education for the California State Preschool Program for Fiscal Year 2019-2020.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$48.28 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of \$998,871; funding is made possible through the California Department of Education. No general funds will be used.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

CALIFORNIA DEPARTMENT OF EDUCATION

CALIFORNIA STATE PRESCHOOL PROGRAM FOR FISCAL YEAR 2019-2020

Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: Cerritos College has entered into an agreement over the past several years with the California Department of Education (“CDE”) under the Preschool Education Services Programs whereby CDE will reimburse Cerritos College to provide preschool education services/programs. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The minimum number of child days of enrollment are 20,688 and the minimum days of operation are 243. CDE proposes to enter into an agreement with Cerritos College for fiscal year (FY) 2019-2020 to provide preschool education services to children under the age of three for a MRA of \$998,871 as revenue to Cerritos College. This agreement will replace the previous agreement that expired June 30, 2019.

Period: The time period of the agreement is July 1, 2019 through June 30, 2020.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract -- California Department of Education, California State Preschool Program (CSPP), Fiscal Year 2019-2020

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**DATE: July 01, 2019CONTRACT NUMBER: CSPP-9166PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 19-6436-00-9CONTRACTOR'S NAME: CERRITOS COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$998,871.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 20,688.0

Minimum Days of Operation (MDO) Requirement 243

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 998,871	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6436				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 998,871	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Fresno Unified School District on behalf of Duncan Polytechnical High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Fresno Unified School District on behalf of Duncan Polytechnical High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**FRESNO UNIFIED SCHOOL DISTRICT ON BEHALF OF DUNCAN POLYTECHNICAL HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER
OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Fresno Unified School District on behalf of Duncan Polytechnical High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Fresno Unified School District on behalf of Duncan Polytechnical High School – Sub-Contractor Agreement

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Hesperia Unified School District on behalf of Hesperia High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Hesperia Unified School District on behalf of Hesperia High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**HESPERIA UNIFIED SCHOOL DISTRICT ON BEHALF OF HESPERIA HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER
OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Hesperia Unified School District on behalf of Hesperia High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Hesperia Unified School District on behalf of Hesperia High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
HESPERIA UNIFIED SCHOOL DISTRICT
ON BEHALF OF
HESPERIA HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Hesperia Unified School District on behalf of Hesperia High School**, (herein after referred to as "HHS" or "Sub-Contractor"), a high school with its principal place of business at 9898 Maple Ave., Hesperia, CA 94558, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**HESPERIA UNIFIED SCHOOL DISTRICT ON
BEHALF OF HESPERIA HIGH SCHOOL**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**HESPERIA UNIFIED SCHOOL DISTRICT ON
BEHALF OF HESPERIA HIGH SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Monterey Peninsula Unified School District on behalf of Seaside High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Monterey Peninsula Unified School District on behalf of Seaside High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT ON BEHALF OF SEASIDE HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER
OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Monterey Peninsula Unified School District on behalf of Seaside High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Monterey Peninsula Unified School District on behalf of Seaside High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
ON BEHALF OF
SEASIDE HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Monterey Peninsula Unified School District on behalf of Seaside High School**, (herein after referred to as "SHS" or "Sub-Contractor"), a high school with its principal place of business at 92200 Noche Buena, Seaside, CA 93955, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**MONTEREY PENINSULA UNIFIED SCHOOL
DISTRICT ON BEHALF OF SEASIDE HIGH
SCHOOL**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**MONTEREY PENINSULA UNIFIED SCHOOL
DISTRICT ON BEHALF OF SEASIDE HIGH
SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Napa Valley Unified School District on behalf of New Tech High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Napa Valley Unified School District on behalf of New Tech High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**NAPA VALLEY UNIFIED SCHOOL DISTRICT ON BEHALF OF NEW TECH HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER
OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Napa Valley Unified School District on behalf of New Tech High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Napa Valley Unified School District on behalf of New Tech High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
NAPA VALLEY UNIFIED SCHOOL DISTRICT
ON BEHALF OF
NEW TECH HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 17, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Napa Valley Unified School District on behalf of New Tech High School**, (herein after referred to as "NTHS" or "Sub-Contractor"), a high school with its principal place of business at 920 Yount Street, Napa, CA 94559, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
ON BEHALF OF NEW TECH HIGH SCHOOL**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**NAPA VALLEY UNIFIED SCHOOL DISTRICT ON
BEHALF OF NEW TECH HIGH SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 34

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with Napa Valley Unified School District on behalf of Vintage High School for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with Napa Valley Unified School District on behalf of Vintage High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**NAPA VALLEY UNIFIED SCHOOL DISTRICT ON BEHALF OF VINTAGE HIGH SCHOOL
SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER
OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Napa Valley Unified School District on behalf of Vintage High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Napa Valley Unified School District on behalf of Vintage High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
NAPA VALLEY UNIFIED SCHOOL DISTRICT
ON BEHALF OF
VINTAGE HIGH SCHOOL
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Napa Valley Unified School District on behalf of Vintage High School**, (herein after referred to as "VHS" or "Sub-Contractor"), a high school with its principal place of business at 1375 Tower Avenue, Napa, CA 94558, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan** Grant ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.

- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled

or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
ON BEHALF OF VINTAGE HIGH SCHOOL**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**NAPA VALLEY UNIFIED SCHOOL DISTRICT ON
BEHALF OF VINTAGE HIGH SCHOOL:**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of Subgrantee Agreement with Rancho Santiago Community College District for the Industry Sector Project in Common (ISPIC) for Advanced Transportation and Logistics

ACTION

It is recommended that the Board of Trustees ratify the subgrantee agreement with Rancho Santiago Community College District for the Industry Sector Project in Common (ISPIC) for Advanced Transportation and Logistics.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$131,000; funding is made possible through Rancho Santiago Community College District's grant agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

The District annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SUBGRANTEE AGREEMENT FOR THE INDUSTRY SECTOR PROJECT IN COMMON (ISPIC) FOR
ADVANCED TRANSPORTATION AND LOGISTICS**

Requested by: Mr. Rick Miranda, Vice President of Academic Affairs

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Rancho Santiago Community College District for acceptance of the Subgrantee Agreement for the Industry Sector Project in Common (ISPIC) for Advanced Transportation and Logistics.

The purpose of the governing grant (Key Talent Administration and Sector Strategy Grant, Award No. 18-207-001) is to develop, enhance, and expand quality workforce and economic educational offerings, partnerships and/or collaboratives, and opportunities that build upon the existing regional capacity to respond

to labor market needs. Rancho Santiago Community College District serves as the fiscal agent, and has obtained the grant agreement from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to provide fiscal management and technical support services to distribute funds within the region.

The Industry Sector Project in Common (ISPIC) for Advanced Transportation and Logistics consists of coordinating efforts with statewide DSNs to develop a statewide multisector industry initiative. DSNs will continue to work toward the common goal of identifying regional skill gaps in existing programs by continuing to work with employers, industry, labor organizations, educational institutions, and other pertinent organizations in the region. The DSN's objectives include, but are not limited to, working with regional partners to accomplish the following: enable workers to become more competitive in the labor market, determine short and long term skill set training needs and adjust curriculum to provide effective training, develop effective career pathways leading to living wage jobs and meeting long-term workforce needs, promote Advanced Transportation & Logistics for future initiative development, provide technical assistance to parties interested in establishing and/or developing Advanced Transportation & Logistics programs and/or incorporating components into existing curriculum, and collecting and reporting data on required accountability measures.

Period: The time period will be from January 1, 2019 through June 30, 2020.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Rancho Santiago Community College District Subgrantee Agreement, ISPIC for Advanced Transportation & Logistics

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 25th day of February, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Cerritos Community College District (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy Grant." Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"). Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as *Doing What Matters for Jobs and the Economy* initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Project in Common (ISPIC) for Advanced Transportation & Logistics**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2019, through December 31, 2019. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to achieve the Project's goals for data management and capacity development until June 30, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$131,000 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPICS memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

7. Invoices

SUBCONTRACTOR must submit one invoice for payment for the total cost of the Agreement. The invoice will be reviewed and approved by the PRIME SPONSOR and then paid by RSCCD. The invoice must include the Agreement number (refer to footer), and should be submitted via e-mail to RS@ccc.co.edu, and include the subject line: "Invoice Enclosed – District Acronym/ISPIC-[*SECTOR NAME*]-18-207-001."

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event

that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Rick Miranda
Title: Vice President, Academic

Affairs/Assistant Superintendent
Address: 11110 Alondra Blvd.
Norwalk, CA 90650
Phone: (562) 860-2451 ext. 2228
Email: ermiranda@cerritos.edu

Fiscal Representative:

Name: Felipe Lopez
Title: Vice President, Business
Services/Assistant Superintendent
Address: 11110 Alondra Blvd.
Norwalk, CA 90650
Phone: (562) 860-2451 ext. 2242
Email: flopez@cerritos.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and

signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

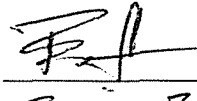
By: 
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: 2/27/19

Board Approval Date: February 25, 2019

SUBCONTRACTOR: Cerritos Community
College District

By: 
Name: Felipe R. Lopez

Title: V.P. of Business Services

Date: 4/30/2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

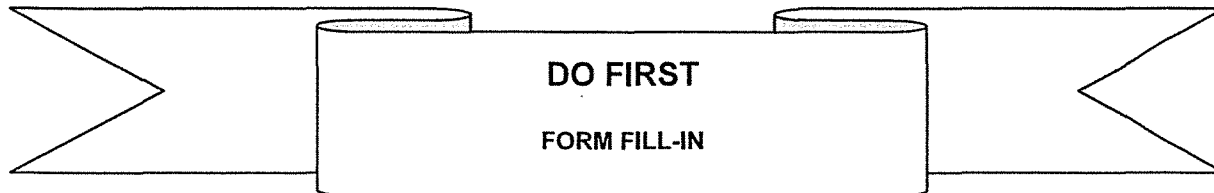
Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 07/18 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #8.)

THIS FORM MAY NOT BE REPLICATED



APPENDIX B

GRANT TYPE: GRANT RENEWAL

The following information are linked throughout the forms package:

DISTRICT (Grantee): Cerritos CCD

COLLEGE: N/A

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

FISCAL YEAR: 2018/2019

RFA Number: 18-207-001

FUNDING SOURCE: Key Talent & Sector Strategy/Econ Dev
Program

Requested Amount: \$ 131,000

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA Number: 18-207-001

CONTACT PAGE

District:	Cerritos Community College District		
Address:	11110 Alondra Blvd.		
City:	Norwalk,	CA	90650

District Superintendent/President (or authorized designee)			
Name:	Dr. Jose Fierro	Phone:	(562)860-2451 x2204
Title:	President/Superintendent	Fax:	(562) 860-1104
E-mail Address:	jfierro@cerritos.edu		

Responsible Administrator (Should not be the same as Project Director)			
Name:	Rick Miranda	Phone:	(562)860-2451 x2228
Title:	V.P. Academic Affairs/Assistant Superintendent	Fax:	(562)467-5017
E-mail Address:	ermiranda@cerritos.edu		

Project Director (Person responsible for conducting the daily operation of the grant)			
Name:	Jannet Malig	Phone:	(562)860-2451 x2912
Title:	Sector Navigator, AT&L	Fax:	(562)653-7876
E-mail Address:	jmalig@cerritos.edu		

Person Responsible for Data Entry

Name:	Jannet Malig	Phone:	
Title:		Fax:	
E-mail Address:			

District Chief Business Officer (or authorized designee)			
Name:	Felipe Lopez	Phone:	(562)860-2451 x2242
Title:	VP Business Services/Assistant Superintendent	Fax:	(562)653-7818
E-mail Address:	flopez@cerritos.edu		

Person Responsible for Budget Certification

Name:	Conrad Selorio	Phone:	(562)860-2451 x2265
Title:	Budget Manager	Fax:	(562) 653-7818
E-mail Address:	cselorio@cerritos.edu		

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	100%
			\$ 131,000	\$ 131,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 38,962	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 87,000	\$ 131,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 125,962	\$ 131,000
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Cost):		9	\$ 5,038	
TOTAL COSTS:		10	\$ 131,000	\$ 131,000

*Pls Sign
in blue ink
only*

as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with applicable laws and regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a requirement for match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Signature: _____

District Chief Business Officer (or authorized designee):

Name: Felipe Lopez

Authorized
Signature: _____

Title: Sector Navigator, AT&L

Date: 4/30/19

Title: VP Business Services/Assistant Superintendent

Date: 4/30/2019

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

Please Note:

To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		Key Talent & Sector	
		\$	131,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000			
		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	962
		\$	19,000
		\$	19,000
		\$	-

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

Please Note:

To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		Key Talent & Sector	
		\$	131,000
5000	Other Operating Expenses and Services		
		\$	-
	Subcontract with Milkin Institute	\$	30,000
	Subcontracts for DSNs @ \$19,000 x 3 :Orange County (Golden West College), San Diego (San Diego/Miramar College), Bay Area (City College of San Francisco), Los Angeles (Cerritos)	\$	57,000
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay		
		\$	-
7000	Other Outgo		
		\$	-
TOTAL DIRECT COSTS:		\$	125,962
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	5,038
TOTAL COSTS:		\$	131,000

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

Please Note:
To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

**APPLICATION BUDGET DETAIL SHEET
MATCH**

Object of Expenditure	Classification	100%
		\$ 131,000
1000		\$ -
		\$ -
		\$ -
2000		\$ -
		\$ -
		\$ -
3000		\$ -
		\$ -
		\$ -
		\$ -
4000		\$ -
		\$ -
		\$ -
5000	AT&L Contracts & Income	\$ -
		\$ -
	California Energy Commission, ETP, others)	\$ 131,000
		\$ -
		\$ -
		\$ -
6000		\$ -
		\$ -
7000		\$ -
TOTAL DIRECT COSTS:		\$ 131,000
TOTAL INDIRECT COSTS (Not to Exceed % of Direct Costs):		
TOTAL COSTS:		\$ 131,000

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

**Statement of Work (Annual Workplan)
Objectives/Common Metrics**

Objective: <u>1</u>
Align with the Vision for Success through the development of a Statewide Multisector Industry Initiative.

Strong Workforce Metrics:
Select: <u>1</u> Number of course enrollments: The number of registrations in courses (may include duplicated students)**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Develop MOU with Milkin Institute for the industry initiative on workforce innovation for AT&L	The Sector Navigator for AT&L will initiate an MOU with Milkin Institute that will facilitate identification of entry level and middle skills required by employers in three of the state's high growth career sectors, including: health, global trade, and advanced transportation and logistics. This project will reflect a partnership between the SNs of each of these sectors and serve to provide innovation in research on commonality of skill sets. This will meet with Vision for Success goals.	12/31/2019	Jannet Malig
1.2	Identify a contractor that will develop communication tools that will be done with state CIO's	A contractor will be hired for the purposes of developing CIO partnerships and improved business outreach. This will provide inter-sector collaboration among academic and business entities, while addressing improved and informed sector strategies. Particularly analysis and emphasis will be undertaken in relation to cross-over skill competencies among sectors.	3/2019	SN AT&L

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

**Statement of Work (Annual Workplan)
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Strong Workforce Metrics:
Select: <u>1</u> Number of course enrollments: The number of registrations in courses (may include duplicated students)**

1.3	Host regional meetings in collaboration with Milken Institute with key stakeholders in the AT&L sector along with other sectors for key entry job skills that can be used across sectors.	In conjunction with the SN's of Global Trade and Health, the Sector Navigator for AT&L will collaborate with Milken Institute to assess and identify the skills gap in key sectors. The ability to make informed decisions relative to training gaps for entry level and middle skilled jobs will be determined. This will meet with Vision for Success by meeting future workforce demands statewide.	Quarterly	SNs AT&L, Global Trade, Health
1.4	State summit meeting with all partnering sectors of key findings.	A statewide summit meeting featuring Milken Institute findings will be undertaken with key stakeholders. Findings will be disseminated across sectors to provide for improved curriculum and/or pathway development, particularly in relation to reducing skills gaps and workforce needs.	11/2019	SNs AT&L, Global Trade, Health

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Advanced Transportation

SECTOR (If applicable): Advanced Transportation

DISTRICT: Cerritos CCD

COLLEGE: N/A

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-207-001

**Statement of Work (Annual Workplan)
Objectives/Common Metrics**

Objective: <u> 2 </u> Create infomatics for state and all regions where there is a DSN for 10 key jobs

Strong Workforce Metrics: Select: <u> 1 </u> Number of course enrollments: The number of registrations in courses (may include duplicated students)**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Develop enhanced marketing materials (informatcs) in 10 key career areas, including emerging careers and/or clusters.	Infomatics on 10 key careers will be developed for dissemination to the four DSNs in order to improve information about AT&L pathways.	April 2019	SN
2.2	Region-wide, improved marketing and outreach in sector pathways will be undertaken, focused on 10 top career areas.	AT&L DSNs in each region will be subcontracted to facilitate broad dissemination of informatcs to high schools counselors, CTE teachers, and colleges within their region. Improved information about job potential with aligned curriculum/pathway development will facilitated. A methodology for dissemination to the Inland Empire will be undertaken, in lieu of an active DSN.	April - December 2019	DSNs
2.3	Infomatics on aviation/aerospace, advanced transportation, alternataive fuels, solar/micro grid, and logistics will be developed for utilization statewide.	Infomatics in 5 key career sectors will be developed for SN use in meeting with key stakeholders, including CIOs, industry leaders, Milken Institute.	April - December 2019	SN

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

Chancellor's Office, California Community Colleges

Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to accountspayable@cccco.edu. Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) up to 50% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- The Chancellor's Office will withhold a minimum of 10% of the total amount of this Grant Agreement. A final payment will be calculated based on the Final Performance and Expenditure Reports due by January 31, 2019. If the total expenditure of funds by that date is less than the total payments processed, the Chancellor's Office may invoice the Grantee for the excess amount. The final 10% payment plus any remaining funds not previously requested as a progress payment will be paid, upon receipt of an invoice, after review and approval of the Final Performance and Expenditure Reports.

2. Budget Changes

- Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant

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Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.

- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.
- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Amendments for Time Extension or Augmentations

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

4. Reporting

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

September 30, 2018	1st Quarter Year-to-Date Expenditure and Progress Report due

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December 31, 2018	2nd Quarter Year-to-Date Expenditure and Progress Report due
March 30, 2019	3rd Quarter Year-to-Date Expenditure and Progress Report due
June 30, 2019	4th Quarter Year-to-Date Expenditure and Progress Report due
September 30, 2019	5th Quarter Year-to-Date Expenditure and Progress Report due
December 31, 2019 January 31, 2020	6th Quarter Year-to-Date Expenditure and Progress Report due Final Claim of Expenditures and Final Report due

In addition, grants funded by the Carl D. Perkins Career and Technical Education Improvement Act of 2006, or the Economic Development Program require one original and one copy of Progress/Year to Date Expenditure Reports to be filed by July 31st.

5. Feedback Process

The Grantee shall participate fully in the Chancellor's Office 360 feedback process. The results of this Feedback Process will be used to assess the performance of the grantee and can include information in whatever form and from any or all stakeholders identified by the Chancellor's Office. Failure to participate in any aspect on this process may result in the early termination of the grant in accordance to Article II, provision 22 (b).

6. Role of Supervisor-of-Record

In consideration of satisfactory performance of the services and objectives described in the Grantee's application, the grantee application shall identify a "Supervisor-of-Record". The Supervisor-of-Record shall, in order for the Grantee to be deemed performing satisfactorily, perform and ensure the following:

- Adherence to all provisions in Articles I and II;
- In the cases of Deputy Sector Navigator grants, all required minimum qualifications are met;
- Assure and provide documentation demonstrating, when requested by the Chancellor's Office, that all Key Talent including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers are employed full-time (100%) exclusively to perform the duties and activities specific to this grant.

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- Key Talent is on-boarded regarding the Chancellor's Office expectations in performance of this grant, as provided in the memo dated March 2017 and Appendix G.
 - In keeping with Article II, provision 16, for grants intended to serve a region specified by the Chancellor's Office, regular consultation with the colleges in the specified region, or a consortium representing those colleges, to ensure the grant is conducted in a manner that reflects the needs of the colleges to accomplish objectives consistent with this regional grant; and
 - The Grantee's key talent, and other necessary personnel, participates in the Chancellor's Office Feedback Process. Participation includes, in consultation with the Chancellor's Office, the development of a process that addresses improvements needed in the performance of the grant, as identified in the eventual feedback process.
- 7. The Chancellor's Office reserves the right to evaluate a grantees' performance as follows:**
- Ability to affect Student Momentum Points and Leading Indicators of Curriculum Alignment to Labor Market Needs; and
 - Feedback from Quality of Service Measures using a CCCCCO-provided evaluation instrument;
 - The results of an evaluation conducted by the Chancellor's Officer with the input and recommendations from stakeholders as determined by the Chancellor's office
 - Eligible applicants to fill a Sector Navigator role shall not have served in a Statewide EWD role more two (2) EWD reauthorization cycles, which are terms of five (5) years
- 8. Lobbying federal, state, or local officials**

Key Talent grantees including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers, when using their "Key Talent" title, status, and grant funding are prohibited from lobbying without the Chancellor's Office permission. Lobbying includes:

- Seeking to increase funding for a federal or state program; and
- Influencing enactment or modification of any pending federal or state legislation.

Key Talent grantees shall obtain permission to lobby from a Workforce and Economic Development division Vice Chancellor or dean in writing. A request must include the

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program and/or bill, purpose of lobbying activity, position on program and/or bill and basis for position, and how this activity would meet the goals of the grant.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of

Article II-Standard Legal Terms and Conditions

appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

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8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

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10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

Article II-Standard Legal Terms and Conditions

- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

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

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to

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those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

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

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

Article II-Standard Legal Terms and Conditions

term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided

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to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

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- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will authorize Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and

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references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

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- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

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

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21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of

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Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

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

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or

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otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

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

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constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

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- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

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- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

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

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

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

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32. Captions

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

33. Indemnification

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

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

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

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35. Grant Agreement is Complete

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

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee 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 this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

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4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

Chancellor's Office, California Community Colleges

Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to accountspayable@cccco.edu. Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) up to 50% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- The Chancellor's Office will withhold a minimum of 10% of the total amount of this Grant Agreement. A final payment will be calculated based on the Final Performance and Expenditure Reports due by January 31, 2019. If the total expenditure of funds by that date is less than the total payments processed, the Chancellor's Office may invoice the Grantee for the excess amount. The final 10% payment plus any remaining funds not previously requested as a progress payment will be paid, upon receipt of an invoice, after review and approval of the Final Performance and Expenditure Reports.

2. Budget Changes

- Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant

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Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.

- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.
- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Amendments for Time Extension or Augmentations

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

4. Reporting

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

September 30, 2018	1st Quarter Year-to-Date Expenditure and Progress Report due

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December 31, 2018	2nd Quarter Year-to-Date Expenditure and Progress Report due
March 30, 2019	3rd Quarter Year-to-Date Expenditure and Progress Report due
June 30, 2019	4th Quarter Year-to-Date Expenditure and Progress Report due
September 30, 2019	5th Quarter Year-to-Date Expenditure and Progress Report due
December 31, 2019 January 31, 2020	6th Quarter Year-to-Date Expenditure and Progress Report due Final Claim of Expenditures and Final Report due

In addition, grants funded by the Carl D. Perkins Career and Technical Education Improvement Act of 2006, or the Economic Development Program require one original and one copy of Progress/Year to Date Expenditure Reports to be filed by July 31st.

5. Feedback Process

The Grantee shall participate fully in the Chancellor's Office 360 feedback process. The results of this Feedback Process will be used to assess the performance of the grantee and can include information in whatever form and from any or all stakeholders identified by the Chancellor's Office. Failure to participate in any aspect on this process may result in the early termination of the grant in accordance to Article II, provision 22 (b).

6. Role of Supervisor-of-Record

In consideration of satisfactory performance of the services and objectives described in the Grantee's application, the grantee application shall identify a "Supervisor-of-Record". The Supervisor-of-Record shall, in order for the Grantee to be deemed performing satisfactorily, perform and ensure the following:

- Adherence to all provisions in Articles I and II;
- In the cases of Deputy Sector Navigator grants, all required minimum qualifications are met;
- Assure and provide documentation demonstrating, when requested by the Chancellor's Office, that all Key Talent including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers are employed full-time (100%) exclusively to perform the duties and activities specific to this grant.

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- Key Talent is on-boarded regarding the Chancellor's Office expectations in performance of this grant, as provided in the memo dated March 2017 and Appendix G.
- In keeping with Article II, provision 16, for grants intended to serve a region specified by the Chancellor's Office, regular consultation with the colleges in the specified region, or a consortium representing those colleges, to ensure the grant is conducted in a manner that reflects the needs of the colleges to accomplish objectives consistent with this regional grant; and
- The Grantee's key talent, and other necessary personnel, participates in the Chancellor's Office Feedback Process. Participation includes, in consultation with the Chancellor's Office, the development of a process that addresses improvements needed in the performance of the grant, as identified in the eventual feedback process.

7. The Chancellor's Office reserves the right to evaluate a grantees' performance as follows:

- Ability to affect Student Momentum Points and Leading Indicators of Curriculum Alignment to Labor Market Needs; and
- Feedback from Quality of Service Measures using a CCCCCO-provided evaluation instrument;
- The results of an evaluation conducted by the Chancellor's Officer with the input and recommendations from stakeholders as determined by the Chancellor's office
- Eligible applicants to fill a Sector Navigator role shall not have served in a Statewide EWD role more two (2) EWD reauthorization cycles, which are terms of five (5) years

8. Lobbying federal, state, or local officials

Key Talent grantees including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers, when using their "Key Talent" title, status, and grant funding are prohibited from lobbying without the Chancellor's Office permission. Lobbying includes:

- Seeking to increase funding for a federal or state program; and
- Influencing enactment or modification of any pending federal or state legislation.

Key Talent grantees shall obtain permission to lobby from a Workforce and Economic Development division Vice Chancellor or dean in writing. A request must include the

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program and/or bill, purpose of lobbying activity, position on program and/or bill and basis for position, and how this activity would meet the goals of the grant.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of

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appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

Article II-Standard Legal Terms and Conditions

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

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10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

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- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

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

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to

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those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

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

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

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term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided

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to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

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- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will authorize Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

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



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and

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references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

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- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

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

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21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of

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Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

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

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or

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otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

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

Article II-Standard Legal Terms and Conditions

constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

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- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

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- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

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

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

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

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32. Captions

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

33. Indemnification

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

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

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

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35. Grant Agreement is Complete

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

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee 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 this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

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4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 36

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Approval of Sub-Contractor Agreement with San Diego Unified School District on behalf of Kearny High School EID (School of Engineering, Innovation, and Design) for the Clean Fuels Transportation Pilot Career Opportunity Project

ACTION

It is recommended that the Board of Trustees approve the sub-contractor agreement with San Diego Unified School District on behalf of Kearny High School EID (School of Engineering, Innovation, and Design) as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

FISCAL IMPACT

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

SAN DIEGO UNIFIED SCHOOL DISTRICT ON BEHALF OF KEARNY HIGH SCHOOL EID (SCHOOL OF ENGINEERING, INNOVATION, AND DESIGN)

SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer

advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with San Diego Unified School District on behalf of Kearny High School EID (School of Engineering, Innovation, and Design) to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from July 18, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – San Diego Unified School District on behalf of Kearny High School (School of Engineering, Innovation, and Design) – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
SAN DIEGO UNIFIED SCHOOL DISTRICT
ON BEHALF OF
KEARNY HIGH SCHOOL EID
(SCHOOL OF ENGINEERING, INNOVATION, AND DESIGN)
FOR
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Contract No. _____

This Sub-Contractor Agreement ("Agreement") is made and entered on **July 18, 2019**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **San Diego Unified School District on behalf of Kearny High School EID (School of Engineering, Innovation, and Design)**, (herein after referred to as "KHS" or "Sub-Contractor"), a high school with its principal place of business at 1954 Komet Way, San Diego, CA 92111, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** ("Grant") received by District. District and Sub-Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2019/2020 and 2020/2021 academic years.
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit "A".

- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.
- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **July 18, 2019**, and end on **June 30, 2021**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must receive expenditure report from the general ledger along with the invoice.
- 4.0 INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
 - (b) **Employers' Liability:** \$1,000,000 per occurrence.
 - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
 - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.
- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters,

the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.
- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Ms. Jannet Malig
Director of Advanced Transportation
Project
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

**SAN DIEGO UNIFIED SCHOOL DISTRICT ON
BEHALF OF KEARNY HIGH SCHOOL EID (SCHOOL
OF ENGINEERING, INNOVATION, AND DESIGN)**

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: (562) 467-5020

Fax: _____

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party 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.
- 21.0 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.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**SAN DIEGO UNIFIED SCHOOL DISTRICT ON
BEHALF OF KEARNY HIGH SCHOOL EID
(SCHOOL OF ENGINEERING, INNOVATION,
AND DESIGN):**

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

Exhibit "A"

Timeline

ACTIVITY	ACTION DATE*
Applications due by 5:00 p.m.	May 15, 2019
Contracts to High Schools for Signatures & Approvals	June 1, 2019
Signed Contracts Due to Cerritos College	June 15, 2019
In-person training for high schools and partner colleges	Summer/Fall 2019 (dates TBD)
All equipment/supplies/materials purchased	October 2019
Equipment/materials/curriculum implemented into courses	January 2020
Site visit/awards presented to high schools	January-December 2020
Project Completion Date	June 30, 2021

* Dates may change with or without notice

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 37

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for Legal Services

ACTION

It is recommended that the Board of Trustees ratify the Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation for legal services.

FISCAL IMPACT

Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Liebert Cassidy Whitmore, a Professional Corporation for a variety of legal services.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION
MASTER AGREEMENT FOR LEGAL SERVICES**

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Liebert Cassidy Whitmore, a Professional Corporation ("LCW"), for legal services as required by Cerritos College. Legal services provided by LCW include, but are not limited to, employment, labor relations, business, facilities, and educational law matters, including but not limited to providing advice, recommendations and legal opinions and representing the District as counsel of record in administrative or court proceedings. This agreement succeeds the previous agreement with LCW. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with LCW. Staff finds the rates as proposed by LCW for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	2019-2020 Proposed Rates	2020-2021 Proposed Rates
Partners	\$320.00 per hour	\$340.00 per hour	\$350.00 per hour
Of Counsel	\$295.00 per hour	\$310.00 per hour	\$315.00 per hour
Associates	\$200.00 - \$275.00 per hour	\$210.00 - \$285.00 per hour	\$210.00 - \$295.00 per hour
Paraprofessionals, including Paralegals	\$75.00 - \$160.00 per hour	\$130.00 - \$170.00 per hour	\$135.00 - \$175.00 per hour
Labor Relations Professionals	\$195.00 per hour	\$230.00 per hour	\$230.00 per hour

Period: The time period of the agreement is from July 1, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Liebert Cassidy Whitmore, a Professional Corporation – Legal Services



AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **July 1, 2019**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION** (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **July 1, 2019** and shall continue thereafter until **June 30, 2021** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise pertaining to employment, labor relations, business, facilities, and educational law matters, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints **Pilar Morin** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this

designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRCT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are \$.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.
- d. Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request. The original invoice shall be submitted to the DISTRICT as follows.
- f. Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate

or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.
 - ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.
- b. Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.
- c. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- d. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

Representative: Felipe R. Lopez
Vice President of Business Services
Tel: (562) 860-2451 x 2242

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

FIRM:

Representative: J. Scott Tiedemann,
Managing Partner
(Name & Title)
Tel: (310) 981-2022

For Notices: Liebert Cassidy Whitmore
6033 W. Century Blvd.
Suite 500
Los Angeles, CA 90045

Fax: (310) 337-0837

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.
9. **INDEMNIFICATION:** FIRM shall hold harmless, indemnify and defend the DISTRICT and its board members, agents, officers, employees, and volunteers from and against any and all claims, demands, judgments, awards, liability, loss, cost of expense, including attorney's fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of FIRM or any of its officers, employees or agents in the performance of this Agreement, except such damage as is caused by the sole negligence or misconduct of the DISTRICT or any of its board members, agents, officers, employees, or volunteers.
10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the

DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a.** Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
- b.** Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.
- c.** Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.
- d.** Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$2,000,000 annual aggregate.
- e.** Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

- 11. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The

FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

12. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

J. Scott Tiedemann, Managing Partner

Typed or Printed Name, & Title

stiedemann@lcwlegal.com

E-Mail

95-3658973

Tax Identification Number (EIN)

Date: _____

Date: _____

ATTACHMENT "A"
TO
AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted;

Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such

as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall only charge for travel time to and from the DISTRICT if such travel is pre-approved by DISTRICT. Similarly, prior to traveling more than 100 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for

copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to

get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B"
TO
AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	2019-2020 Per Hour Rate	2020-2021 Per Hour Rate
Partners	\$340.00	\$350.00
Of Counsel	\$310.00	\$315.00
Associates	\$210.00 - \$285.00	\$210.00 - \$295.00

Paraprofessional	Per Hour Rate	Per Hour Rate
Paraprofessionals, including paralegals	\$130.00 - \$170.00	\$135.00 - \$175.00

Labor Relations Professionals	Per Hour Rate	Per Hour Rate
Labor Relations Professionals	\$230.00	\$230.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: July 17, 2019

Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services

ACTION

It is recommended that the Board of Trustees ratify the Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo for legal services.

FISCAL IMPACT

Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Atkinson, Andelson, Loya, Ruud & Romo for a variety of legal services.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

MASTER AGREEMENT FOR LEGAL SERVICES

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Atkinson, Andelson, Loya, Ruud & Romo ("AALRR"), for legal services as required by Cerritos College. Legal services provided by AALRR include, but are not limited to, education law, personnel relations, and construction, including but not limited to providing advice, recommendations and legal opinions, and representing the District as counsel of record in administrative or court proceedings. This agreement succeeds the previous agreement with AALRR. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with AALRR. Staff finds the rates as proposed by AALRR for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	2019-2020 Proposed Rates	2020-2021 Proposed Rates
Senior Partners	\$290.00 per hour	\$300.00 per hour	\$310.00 per hour
Partners/Senior Counsel	\$280.00 per hour	\$290.00 per hour	\$300.00 per hour
Senior Associates	\$270.00 per hour	\$280.00 per hour	\$290.00 per hour
Associates	\$260.00 per hour	\$270.00 per hour	\$280.00 per hour
Senior Paralegals	\$180.00 per hour	\$180.00 per hour	\$185.00 per hour
Paralegals	\$170.00 per hour	\$170.00 per hour	\$175.00 per hour
Education Support Services Consultants	\$200.00 per hour	\$200.00 per hour	\$200.00 per hour

Period: The time period of the agreement is from July 1, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Atkinson, Andelson, Loya, Ruud & Romo – Legal Services



AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **July 1, 2019**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **July 1, 2019** and shall continue thereafter until **June 30, 2021** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise to include, but not limited to education law, personnel relations, and construction, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints **Steven J. Andelson** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in

this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Subject to approval of the FIRM, whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. Specialized Legal Services:** For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, trademark, non-profit organizations, and appellate law, the DISTRICT agrees to pay the FIRM an hourly rate higher than the rates reflected in Attachment B to this AGREEMENT, subject to prior approval of the DISTRICT. The DISTRICT shall be informed of such specialized services and rates prior to any billings by the FIRM.
- d. Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are \$.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.
- e. Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- f. Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request. The original invoice shall be submitted to the DISTRICT as follows.
- g. Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to

process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.
 - ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.
- b. Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.
- c. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- d. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate

this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

Representative: Felipe R. Lopez
Vice President of Business Services
Tel: (562) 860-2451 x 2242

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

FIRM:

Representative: Steven J. Andelson, Partner
(Name & Title)
Tel: (562) 653-3200

For Notices: 12800 Center Court Dr.
Suite 300
Cerritos, CA 90703

Fax: (562) 653-3333

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.
9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), as a result of the Firm's negligent acts or omissions, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.
10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less

than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a.** Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
- b.** Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.
- c.** Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.
- d.** Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$2,000,000 annual aggregate.
- e.** Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

- 11. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The

FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

12. **GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-Mail

Tax Identification Number (EIN)

Date: _____

Date: _____

ATTACHMENT "A"
TO
AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted;

Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who

performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and

the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 100 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing

status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses,

such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B"
TO
AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	2019-2020	2020-2021
	Per Hour Rate	Per Hour Rate
Senior Partners	\$300.00	\$310.00
Partners/Senior Counsel	\$290.00	\$300.00
Senior Associates	\$280.00	\$290.00
Associates	\$270.00	\$280.00

Paralegals	Per Hour Rate	Per Hour Rate
Senior Paralegals	\$180.00	\$185.00
Paralegals	\$170.00	\$175.00

Non-Legal Consultants	Per Hour Rate	Per Hour Rate
Education Support Services Consultants	\$200.00	\$200.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 39

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Master Agreement with Parker & Covert, LLP, a Professional Corporation for Legal Services

ACTION

It is recommended that the Board of Trustees ratify the Master Agreement with Parker & Covert, LLP, a Professional Corporation for legal services.

FISCAL IMPACT

Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Parker & Covert, LLP, a Professional Corporation for a variety of legal services.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

PARKER & COVERT, LLP, A PROFESSIONAL CORPORATION

MASTER AGREEMENT FOR LEGAL SERVICES

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Parker & Covert, LLP, a Professional Corporation ("Parker & Covert"), for legal services as required by Cerritos College. Legal services provided by Parker & Covert include, but are not limited to, providing advice, recommendations and legal opinions and representing the District as counsel of record in administrative or court proceedings. This agreement succeeds the previous agreement with Parker & Covert. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with Parker & Covert. Staff finds the rates as proposed by Parker & Covert for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	2019-2020 Proposed Rates	2020-2021 Proposed Rates
Partners	\$255.00 per hour	\$265.00 per hour	\$275.00 per hour
Senior Associates	\$215.00 per hour	N/A	N/A
Junior Associates	\$205.00 per hour	N/A	N/A
Associates	N/A	\$255.00 per hour	\$255.00 per hour
Law Clerks/Paralegals	\$135.00 per hour	\$140.00 per hour	\$140.00 per hour

Period: The time period of the agreement is from July 1, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Parker & Covert, LLP, a Professional Corporation – Legal Services



AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. _____

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RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

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2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise pertaining to specific legal services, including, but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints **Spencer E. Covert** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's

Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

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- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRCT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are \$.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.
- d. Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request. The original invoice shall be submitted to the DISTRICT as follows.
- f. Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate

or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.
 - ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.
- b. Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.
- c. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- d. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

Representative: Felipe R. Lopez
Vice President of Business Services
Tel: (562) 860-2451 x 2242

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

FIRM:

Representative: Spencer E. Covert
(Name & Title)
Tel: (714) 573-0900

For Notices: Parker & Covert, LLP
17862 E. 17th Street
Suite 204, East Building
Tustin, CA 92780

Fax: (714) 573-0998

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.
9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), in connection with the FIRM's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.
10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers,

agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

- i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
 - b. Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.
 - c. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.
 - d. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$2,000,000 annual aggregate.
 - e. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.
- 11. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
- 12. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall

indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-Mail

Tax Identification Number (EIN)

Date: _____

Date: _____

ATTACHMENT "A"
TO
AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted;

Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such

as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 100 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription,

pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to

get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B"
TO
AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys		
	2019-2020	2020-2021
	Per Hour Rate	Per Hour Rate
Partners	\$265.00	\$275.00
Associates	\$255.00	\$255.00

Paralegals		
Law Clerks/Paralegals	\$140.00	\$140.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 40

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Master Agreement with Public Agency Law Group for Legal Services

ACTION

It is recommended that the Board of Trustees ratify the Master Agreement with Public Agency Law Group for legal services.

FISCAL IMPACT

Funding will be allocated from the general fund and/or GO Bond funds; several department on campus utilize the agreement with Public Agency Law Group for a variety of legal services.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

PUBLIC AGENCY LAW GROUP

MASTER AGREEMENT FOR LEGAL SERVICES

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: The District wishes to enter into a Master Agreement with Public Agency Law Group (“PALG”) for legal services as required by Cerritos College. Legal services provided by PALG include, but are not limited to, providing advice, recommendations and legal opinions and representing the District as counsel of record in administrative or court proceedings. The Master Agreement for legal services was established to ensure consistency of terms and conditions, as well as billing protocols, among all legal firms that Cerritos College retains for legal services.

Pursuant to Government Code 53060, selecting professional services such as for legal services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The proposed rates have been negotiated and are detailed below in comparison to the current agreement with PALG. Staff finds the rates as proposed by PALG for the Master Agreement fair and reasonable.

Description	Previous Agreement Rates	2019-2020 Proposed Rates	2020-2021 Proposed Rates
Senior Partner	\$260.00 per hour	\$315.00 per hour	\$320.00 per hour
Partner	\$250.00 per hour	N/A	N/A
Associate	N/A	\$240.00 per hour	\$245.00 per hour
Paralegal	\$100.00 per hour	\$145.00 per hour	\$150.00 per hour

Period: The time period of the agreement is from July 1, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract – Public Agency Law Group – Legal Services



AGREEMENT FOR PROFESSIONAL SERVICES

LEGAL

Contract No. _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of **July 1, 2019**, is entered into by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** (the "DISTRICT"), and **PUBLIC AGENCY LAW GROUP**, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **July 1, 2019** and shall continue thereafter until **June 30, 2021** unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints **Sherman Wong** as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation, shall be promptly communicated in writing to the DISTRICT. The FIRM's

Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's Designation of Supervising Attorney shall be subject to approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM.
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall immediately conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for photocopies and facsimiles are \$.10 per page. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT'S Billing Requirements.
- d. Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request. The original invoice shall be submitted to the DISTRICT as follows.
- f. Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within forty-five (45) days upon receipt of FIRM'S invoice. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. Termination and/or Suspension for the DISTRICT's Convenience:** The Firm's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate

or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.
 - ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT.
- b. Termination For the FIRM's Default:** Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT if the FIRM: 1) fails to perform the service(s) within the time specified or any DISTRICT approved extension; 2) fails to perform any provisions of the AGREEMENT; 3) fails to provide the services requested by the DISTRICT to the DISTRICT'S expectation. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT for no reason at all.
- c. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- d. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **NOTICES:** Notices and required reports shall be hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

**CERRITOS COMMUNITY COLLEGE
DISTRICT:**

Representative: Felipe R. Lopez
Vice President of Business Services
Tel: (562) 860-2451 x 2242

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

FIRM:

Representative: Sherman Wong
(Name & Title)
Tel: (310) 640-0800

For Notices: Public Agency Law Group
875 North Douglas Street
El Segundo, CA 90245

Fax: (310) 640-0818

8. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's consent shall constitute a material breach of this AGREEMENT.
9. **INDEMNIFICATION:** The FIRM shall indemnify, defend and hold harmless the DISTRICT, its board members, agents, officers, employees, and volunteers from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the FIRM's property), in connection with the FIRM's operations or its services, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.
10. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers,

agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

- i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
- b.** Automobile Liability Insurance. The FIRM will procure and maintain automobile liability insurance for any vehicle owned, rented, leased, or used by FIRM or FIRM's employees in the performance of work under this agreement with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.
- c.** Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.
- d.** Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$2,000,000 annual aggregate.
- e.** Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.
- 11. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
- 12. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Los Angeles County. The FIRM shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein. The FIRM shall

indemnify and hold harmless the DISTRICT, and its officers, board members, agents, employees, and volunteers from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the FIRM or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. **CONFIDENTIALITY:** The FIRM shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and county laws, regulations, ordinances and directives relating to confidentiality, including the laws and codes of professional conduct and responsibility. The FIRM shall inform all of its shareholders, principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. The FIRM shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information relevant to the FIRM's provision of services under this AGREEMENT are aware of and acknowledge the confidentiality requirements set forth herein. These confidentiality obligations shall survive termination or expiration of this AGREEMENT.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-Mail

Tax Identification Number (EIN)

Date: _____

Date: _____

ATTACHMENT "A"
TO
AGREEMENT FOR PROFESSIONAL SERVICE - LEGAL
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments no greater than 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted;

Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such

as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 100 miles each way, the FIRM must obtain the approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription,

pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to

get up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B"
TO
AGREEMENT FOR PROFESSIONAL SERVICES - LEGAL
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Attorneys	2019-2020 Per Hour Rate	2020-2021 Per Hour Rate
Senior Partner	\$315.00	\$320.00
Associate	\$240.00	\$245.00

Paralegals	Per Hour Rate	Per Hour Rate
Paralegal	\$145.00	\$150.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 41

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Consideration of Ratification of the Agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 19-153-001) for Fiscal Year 2019-2020

ACTION

It is recommended that the Board of Trustees ratify the agreement for the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 19-153-001) to assist the Chancellor's Office in Guided Pathways alignment statewide for the Fiscal Year 2019-2020.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$372,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

ECONOMIC AND WORKFORCE DEVELOPMENT STATEWIDE SECTOR NAVIGATOR: ADVANCED TRANSPORTATION AND LOGISTICS GRANT (RFA NO. 18-153)

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: Cerritos College wishes to enter into an agreement with the California Community Colleges Chancellor's Office for acceptance of the Economic and Workforce Development Statewide Sector Navigator: Advanced Transportation and Logistics Grant (Grant No. 19-153-001) to continue to assist the Chancellor's Office in Guided Pathways alignment statewide for Fiscal Year 2019-2020. Cerritos College will continue to serve as the Statewide Sector Navigator for all regions.

Cerritos College will continue to facilitate the adoption of pathways practiced at an institutional level, providing support in system alignment, which will include the potential of articulation across interest clusters, identification of key competencies and related skill gaps, adoption of Guided Pathways key performance indicators, and proactively work toward identification of market intelligence in continued pathways design. Cerritos College will continue to facilitate the adoption of shared metrics, self-assessments, and integrated planning at all institutions targeting this sector statewide, as well as, facilitate Deputy Sector Navigator coordination with their respective Regional Consortia.

Period: The time period will be from July 1, 2019 through June 30, 2020.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Contract – California Community Colleges Chancellor's Office Grant Agreement (RFA No. 18-153)

THIS FORM MAY NOT BE REPLICATED											
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED											
Board of Governor's, California Community Colleges Chancellor's Office - 6870						DISTRICT USE ONLY					
						District (Grantee): <u>Cerritos CCD</u>					
						College: <u>N/A</u>					
Contract (Grant) Agreement						BOG-CCCCO USE ONLY					
Workforce and Economic Development Division						Grant Agreement No.: 19 - 153 - 001					
Sector Navigator - Advanced Transportation & Logistics						Funding Year (Enactment Year)					
RFA # 18 - 153						Articles I - Revised: 01 2018		2019-20		Total Amount Encumbered : \$ 372,000	
Articles II - Revised: 05 2014											
This grant is made and entered into, by and between, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (listed above), as set forth in the RFA Instructions are incorporated into this grant by reference.											
The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".											
The term of this grant shall be from July 1, 2019 to June 30, 2020. The Final Report must be submitted within 30 days of the grant end date.											
Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.											
GRANTEE											
Project Director: Jannet Malig						Total Grant Funds Requested: \$ 372,000					
Signature, Chief Executive Officer (or authorized Designee)						Date: 5-13-19.					
Print Name/Title of Person Signing: Jose Fierro, President/Superintendent						District Address: 11110 Alondra Blvd. Norwalk, CA 90650-6298					
STATE OF CALIFORNIA											
Project Monitor: Katie Gilks						Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539					
Bus. Unit	Ref No	Fund	FI\$Cal	Prgm	SubTask	Index	Object	Chapter	Statute	Funding Year (Enactment Year)	Amount
6870 -	101 -	0001 -	5675119	-	203 -	3235 -	5432000		2019	2019-20	\$ 372,000
6870 -	-	-	-	-	-	-	-				
										Total Amount Encumbered : \$ 372,000	
Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.											
Date:											
Signature, Deputy Chancellor (or authorized Designee)											
Date:											
Print Name/Title of Person Signing: Daisy Gonzales, Deputy Chancellor											

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 42

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Amendment to the Agreement with Lakewood Aquatics for the Use of Facilities

ACTION

It is recommended that the Board of Trustees ratify the amendment to the agreement with Lakewood Aquatics for the Use of Facilities for a one year term.

FISCAL IMPACT

For the contract term, Cerritos College will receive a monthly rent payment of \$1,700 for facility usage.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

**SERVICES – AMENDMENT
LAKEWOOD AQUATICS
USE OF FACILITIES**

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: Cerritos College wishes to enter into an amendment with Lakewood Aquatics for the use of the college's Aquatic Center facilities; the rent payment encompasses common area maintenance fees, pool heating, and cleaning and maintenance costs of the assigned premises. The agreement will be for a one year term.

Period: The revised time period of the agreement will be from July 1, 2018 through June 30, 2020.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Amendment – Lakewood Aquatics – Facilities Use Agreement
Contract – Lakewood Aquatics – Facilities Use Agreement



FACILITY USE AGREEMENT

AMENDMENT NO. 1

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

LAKEWOOD AQUATIC SPORT CLUB, INC.

Contract No. 18C0073

This Facility Use Agreement made and entered into on **July 1, 2018**, by and between **Cerritos Community College District** ("District"), a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Lakewood Aquatic Sport Club, Inc.** ("Licensee"), a non-profit entity organized under the laws of the State of California with its principal place of business at 6109 Pierce Avenue, Lakewood, CA 90712, and mailing address of P.O. Box 8364, Long Beach, CA 90808, is **AMENDED** on **July 1, 2019** as follows:

RECITALS

WHEREAS, DISTRICT and LICENSEE entered into a Facility Use Agreement dated **July 1, 2018** ("Agreement"), whereby LICENSEE agreed to provide certain services;

WHEREAS, DISTRICT and LICENSEE desire to amend the Agreement to provide for additional services;

NOW, THEREFORE, the Parties agree as follows:

Item 1: **Modify** the Agreement, Page 1, Article 1. Term, Section 1.1 (a), to extend the term for one additional year, as follows:

1.1 The initial term of this Agreement (the "Initial Term") will commence as of **July 1, 2018**. The Initial Term shall terminate and Licensee's interest hereunder shall be forfeited on the earliest of the following dates:

a) The date the Initial Term ends on ~~June 30, 2019~~ **June 30, 2020**, unless sooner terminated as provided herein.

Item 2: **Add** the new Attachment "C-1" to the end of Agreement, Page 14-15, Attachment "C", attached hereto and incorporated by this reference, detailing use of Assigned Premises for the months of July 2019 through June 2020.

Item 3: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 4: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute by one and the same instrument.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE
DATE WRITTEN ABOVE:

LAKEWOOD AQUATICS SPORTS CLUB, INC.:

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

FACILITY USE AGREEMENT

ATTACHMENT "C-1"

Licensee's use of Assigned Premises shall be defined for the months of July 2019 through June 2020 as noted below.

[TO BE DETERMINED]

DRAFT

FACILITY USE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
LAKEWOOD AQUATIC SPORT CLUB, INC.

Contract No. 18C0073

This Facility Use Agreement (the "Agreement") is made and entered as of **July 1, 2018**, by and between **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Lakewood Aquatic Sports Club, Inc.** ("Licensee"), a non-profit entity organized under the laws of the State of California with its principal place of business at 6109 Pierce Avenue, Lakewood, CA 90712, and a mailing address of P.O. Box 8364, Long Beach, CA 90808. District and Licensee are sometimes individually referred to as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, Licensee desires to use a District facility known as the Aquatics Center ("Facility") located on the Cerritos College campus, located at 11110 Alondra Boulevard, Norwalk CA 90650-6203; for the sole purposes of providing swimming practice and swimming lessons; and

WHEREAS, the Parties wish to enter into an arrangement under the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) District and Licensee agree to the following terms and conditions;

Article 1. Term

1.1 The initial term of this Agreement (the "Initial Term") will commence as of **July 1, 2018**. The Initial Term shall terminate and Licensee's interest hereunder shall be forfeited on the earliest of the following dates:

a) The date the Initial Term ends on **June 30, 2019**, unless sooner terminated as provided herein.

b) The date of any Default (as defined in Article 16).

1.2 Licensee may request in writing not later than ninety (90) days prior to the expiration of the Initial Term that this Agreement be extended for one additional term of one (1) year (the "Additional Term"). The Initial Term and Additional Term shall collectively be referred to hereinafter as the "Term." The extension request shall include any requested changes to the terms and conditions in effect for the Initial Term. District shall notify Licensee in writing not later than thirty (30) days prior to the expiration of the Initial Term whether said request has been granted or denied. If (a) Licensee shall fail to timely request the extension, or (b) District determines to deny any such request in its absolute discretion, this Agreement shall end at the conclusion of the Initial Term.

Article 2. Permitted Use

2.1 Licensee will be permitted to use those portions of the Facility and adjacent parking as shown in Attachment "A" and described in Attachment "B" (the "Assigned Premises"), as defined in Article 3, below for the sole purposes of swimming practice and providing swimming lessons to those individuals enrolled in Licensee's swimming program at the Assigned Premises (the "Program Participants"). Licensee will be allowed access to the Assigned Premises on District approved selected dates and times as noted on Attachment "C". If there is a conflict between the dates on Exhibit "C" and any District events, the District's events shall take precedence, regardless of when the District event was scheduled. In the event of a scheduling conflict, Licensee may reschedule its date for an alternate date mutually agreed by both Parties. District shall not be responsible for any loss, damage, or expenses incurred due to the cancelling of Licensee's event due to a scheduling conflict.

2.2 Only Licensee and Licensee agents, employees, and Program Participants (collectively, the "Licensee's Persons") shall occupy the Assigned Premises. Licensee's Persons shall be the sole responsibility of the Licensee.

2.3 Licensee shall, at all times during its operations, provide one or more accredited lifeguards who hold a current American Red Cross Senior Lifesaving Certificate or equivalent and a current American Red Cross Standard First Aid Certificate or equivalent that are trained to administer first aid and cardiopulmonary resuscitation (CPR) and shall have no other duties other than to supervise the safety of Program Participants. Accredited lifeguards shall be required to complete a refresher course in CPR and other first aid at least every three years. Licensee shall be in breach of this Agreement if it does not comply with these requirements and shall cease its operations immediately until these requirements have been complied with.

Article 3. Common Areas and Connectivity

3.1 "Common Areas" shall mean the areas of District property periodically designated by District, in its sole discretion, as common areas and include the following areas: designated parking areas; driveways; service courts; access and egress roads; sidewalks; open and enclosed courts; landscaped and planted areas; emergency corridors; meeting areas; public restrooms; general circulation space; as accessible to District students.

3.2 District shall be responsible for operating, managing, equipping, lighting, pool heating, repairing and maintaining Common Areas and the Assigned Premises in such manner as District, in its sole discretion periodically shall determine; and shall pay all costs and expenses associated with such operating, managing, equipping, lighting, pool heating, repairing and maintaining of the Common Areas.

Article 4. Services Not Provided

4.1 Except for the services set forth in Articles 2 and 3, District shall provide no other services to Licensee. Notwithstanding the foregoing, District may provide to Licensee additional services at a cost determined by prior mutual written agreement as noted above.

Article 5. Rules and Regulations

5.1 District reserves the right periodically to adopt and promulgate, without Licensee's consent, reasonable and necessary rules and regulations applicable to the uses of property owned by District and to amend and supplement such rules and regulations as District's Board of Trustees and/or Administration deems necessary. Notice of such rules and regulations and of any amendments and supplements thereto shall be given to Licensee. Licensee shall comply with and observe all such rules and regulations. District shall give written notices to Licensee of any proposed change in a rule or regulation which may directly impact Licensee's use of the Assigned Premises.

5.2 Licensee shall comply with the conditions of all governmental approvals and any recorded covenants and restrictions affecting District.

5.3 Licensee shall not use, or permit the Assigned Premises to be used, in whole or in part during the Term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto. Licensee agrees to conduct its activities in a manner that meets all federal, state and local regulations relating to the Assigned Premises, and to the operation of its activities, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the use of the Assigned Premises, and/or the operation of its activities. Licensee shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Licensee to comply with any applicable law, regulation, rule or ordinance.

Article 6. Non-disruption

6.1 Licensee shall not take any actions against the District which would violate any contracts affecting the operations or delivery of instruction on District's campus or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere, in any way, with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon District property, or which could cause any impairment or reduction of the good will and reputation of District.

Article 7. Signs

7.1 Licensee shall not erect or post any signs without first obtaining District's written approval as to content, size, color, type, or location of such signs. Licensee shall not display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media without District's prior written approval by the Vice President of Business Services or designee. Any such approval required under this Article shall not be unreasonably withheld, but shall be consistent with District's Board Policies and Administrative Regulations. Any signs shall be at Licensee's cost and in compliance with the local ordinances pertaining thereto. At the expiration or sooner termination of this Agreement, Licensee shall remove any signs which it has placed on the Assigned Premises, and shall repair any damage caused by the installation or removal of those signs.

7.2 The Parties will cooperate to identify the appropriate means and methods of incorporating Licensee's signage needs into District's signage. District shall provide for identifications of Licensee's Assigned Premises as District, at its sole discretion, shall determine.

Article 8. Property Improvements and Alterations: Assumption of Risk

8.1 Licensee shall not make any improvements or additions without first obtaining District's prior written approval for such improvements. All improvements or additions shall be completed at Licensee's own cost and shall attach to the freehold and become and remain the property of District. Such improvements are subject to local site, zoning, and design review and any and all other required approvals.

8.2 Except for any damages to Licensee or Licensee's property directly resulting solely from District's negligence of the Assigned Premises caused by District's negligence, Licensee shall assume the full risk of any damage to the Assigned Premises, Licensee's fixtures and personal property therein and for personal injuries to Licensee and to Licensee's Persons and to Licensee's business due to any causes whatsoever including, but not limited to damages and/or injuries, and District shall not be liable to Licensee for any of said damages.

8.3 Security for the Assigned Premises shall be the same manner as provided for the Common Areas. Notwithstanding the preceding sentence, Licensee shall be responsible for any loss or damage to Licensee property in the Assigned Premises. Additionally, security will not be provided for Licensee's events.

Article 9. Damage to the Assigned Premises

9.1 If the Assigned Premises are damaged (without the fault or negligence of Licensee, Licensee's agents, employees, invitees or guests) such that it is wholly unfit for Licensee's occupancy or use and District does not enter into a contract to restore it to substantially the condition immediately prior to said damages within sixty (60) days, Licensee shall surrender possession of the Assigned Premises to District and this Agreement shall thereupon be null, void and without effect except for any unpaid Facility Use Fees (as defined in Article 15) or other obligations, or duties accrued and unpaid.

Article 10. Insurance

10.1 General Liability Insurance and Auto Insurance. Licensee shall, at Licensee's expense, obtain and keep in force during the Term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Licensee against claims and liabilities arising out of the operation, condition, use, or occupancy of the Assigned Premises, and among other things, negligence, contractual liability, errors and omissions, educators legal liability, abuse and molestation, crime, and employment practices liability including but not limited to discrimination by Licensee, its Board of Trustees, officers, agents, employees and/or students. Licensee's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Licensee's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than **Five Million dollars (\$5,000,000)** for bodily injury or death and property damage as a result of any one occurrence and a **Ten Million dollar (\$10,000,000)** general aggregate policy limit. In addition, Licensee shall obtain a products/completed operations aggregate policy in the amount of **Two Million dollars (\$2,000,000)** and a personal injury policy in the amount of **Two Million dollars (\$2,000,000)**. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District. The deductible/occurrence for said insurance shall not exceed **Five Thousand dollars (\$5,000)** for any and all losses resulting from negligence, errors and omissions of the Licensee, its Board of Trustees, officers, agents, employees and/or students. Said insurance coverage shall commence on the date Licensee is given access to the Assigned Premises for any purpose and shall be maintained during the entire Term hereof, and shall continue beyond the Term of this Agreement for potential liability arising during the Term of the Agreement.

10.2 Not Used.

10.3 Workers' Compensation Insurance. During the Term of this Agreement, Licensee shall comply with all provisions of law applicable to Licensee with respect to obtaining and maintaining workers' compensation insurance.

10.4 Not Used.

10.5 Licensee's Property Insurance. Licensee acknowledges that the insurance to be maintained by District on the District campus will not insure any of Licensee's property or improvements made by Licensee. Accordingly, Licensee shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Licensee and personal property in, about, or on the Facility. Said policy to be for "All Risk" coverage insurance, including but not limited to all casualty needs, including fire, and other hazards with replacement costs coverage for all assets listed in the Licensee's property inventory and consumables, to the extent of at least ninety percent (90%) of the insurable value of Licensee's property.

10.6 Certificates of Insurance and Endorsements.

10.6.1 Prior to the Commencement Date Licensee shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder stating policies will be occurrence based and stating those insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period and copies of

endorsements stating that such policies shall:

10.6.1.1 not be canceled or altered without thirty (30) days prior written notice to District;

10.6.1.2 insure performance of the indemnity obligations set forth in this Agreement;

10.6.1.3 state the coverage is primary and any coverage by District is in excess thereto;

10.6.1.4 contain a cross liability endorsement; and,

10.6.1.5 include a separate endorsement naming District and its Board of Trustees, officers, employees and agents as additional insureds.

10.6.2 The Commercial General Liability Coverage shall include the following endorsements:

10.6.2.1 The District, its Board of Trustees, officers, agents, volunteers and employees shall be included as Additional Insureds by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement";

10.6.2.2 Waiver of Subrogation endorsement in favor of the District, its Board of Trustees, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement"; and

10.6.2.3 A Primary, Non-contributory endorsement in favor of the District, its Board of Trustees, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".

10.6.3 At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Licensee shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above. Licensee or any of its insurance providers, upon written request of the District or its liability coverage provider, shall provide a copy of the policy and all endorsements in effect at the time of the request, or at the time of a loss as specified by the request. The copy of the policy and endorsements shall be provided within 15 days of the written request.

10.7 Insurance Limits, Rating of Insurers and Certificates. It is the intent of the Parties that policy limits set herein shall be raised from time to time during the Term of this Agreement to account for (i) increases in Rent, (ii) increases in the estimated full replacement cost of the Facility, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this Agreement. Any insurance carrier providing coverage must be licensed to do business in California. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus:VII and subject to the approval of District. Licensee shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

10.8 Release. Except as set forth in this Agreement, Licensee hereby releases the District, and its Board of trustees, officers, agents and employees from any and all claims, demands, losses, expense or injury to the Assigned Premises or to the furnishings, fixtures, equipment, inventory or other personal property of Licensee in, about, or upon the Assigned Premises, which is caused by perils, events or happenings which are covered by the insurance required by this Agreement or which are the subject of insurance carried by Licensee and in force at the time of loss. Licensee shall procure an appropriate clause in, or an endorsement to, all policies required by this Agreement or any other insurance policy maintained by Licensee, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the District.

Article 11. Indemnification

11.1 Licensee Indemnification. Subject to Section 11.3 below, Licensee agrees to indemnify, reimburse, hold harmless, and defend District, its Board of Trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, any injury, death or damage to any person or property occurring in, on or about the Assigned Premises after District delivers possession of the Assigned Premises to Licensee, or the operation, condition, use or occupancy of the Assigned Premises and all areas appurtenant thereto, or from the conduct of Licensee's program or from any activity, work, or other things done, permitted or suffered by Licensee in or about the Assigned Premises. This Agreement is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the operation, condition, use or occupancy of the Assigned Premises specifically including, without limitation, any liability for injury, death or damage to the person or property of the Licensee, its agents, officers, employees, licensees and invitees.

11.2 Further Licensee Indemnification. Subject to Section 11.3 below, Licensee shall further indemnify, hold harmless, and defend District against and from any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the Licensee, or any officer, agent, employee, guest, or invitee of Licensee, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against District by reason of such claim (regardless of whether a claim is filed), Licensee upon notice from District shall defend the same at Licensee's expense. Licensee shall give prompt written notice to District's Risk Manager in case of casualty or accidents in or on the Assigned Premises.

11.3 District Indemnification. District shall hold harmless, defend and indemnify Licensee from any claims, damages or expenses, including reasonable attorneys' fees, arising out of or relating to or in any way connected to District's gross negligence or willful misconduct on the Assigned Premises. This indemnification shall not apply in those instances where Licensee had actual knowledge and failed to inform District of a potential or actual hazardous condition of the Assigned Premises.

11.4 Costs to Enforce Indemnification. Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying Party for indemnification shall be owed to the requesting Party if it is determined the indemnification was owed. In addition the indemnifying Party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this Agreement to the indemnified Party.

Article 12. Access to the Assigned Premises.

12.1 Licensee shall permit District and/or District's agents to enter upon and inspect, examine, repair or improve the Assigned Premises or any other space allocated for Licensee's use by District on District's campus at any and all times. District shall be permitted to enter the Assigned Premises at any time in the case of emergency or to prevent or react to an imminent threat to persons or property in the Assigned Premises.

Article 13. Quiet Enjoyment.

13.1 Provided that Licensee performs all its obligations under this Agreement, District covenants and agrees that at all times during the Term of this Agreement, Licensee shall have the peaceable and quiet enjoyment and possession of the Assigned Premises without any manner of hindrance by District or any persons lawfully claiming through District.

Article 14. Space and Program Design

14.1 District and Licensee acknowledge that the Parties have cooperated in describing the Assigned Premises, which are shown and/or stated in Attachment "A".

Article 15. Facility Use Fee

15.1 In consideration for the above covenants and services, Licensee agrees to make Facility Use payments to District in accordance with the following schedule:

(a) During the Initial Term, Licensee will pay District the sum of **ONE THOUSAND SEVEN HUNDRED AND 00/100 dollars (\$1,700.00)** monthly Facility Use Fee, with the first payment due and payable five (5) days prior to the first day of use by Licensee; and then monthly on the 5th of each month. The foregoing shall constitute the "Facility Use Fee."

(b) Such Facility Use Fee payments include only the use of the Assigned Premises.

(c) During the Initial Term, Licensee will pay District the sum of **ONE HUNDRED FIFTY AND 00/100 dollars (\$150.00)** monthly maintenance payment, with the first payment due and payable five (5) days prior to the first day of use by Licensee; and then monthly on the 5th of each month. The foregoing shall constitute the "Maintenance payment".

(d) Such Maintenance payments include any and all Common Area Maintenance fees, and any lighting, pool heating, cleaning and maintenance costs and supplies of the Assigned Premises.

Article 16. Accord and Satisfaction.

16.1 No payment by Licensee or receipt by District of a lesser amount than the Facility Use Fee payments, or reimbursement under section 15.1 herein, shall be deemed to be other than a payment against any and all Facility Use Fee payments, or reimbursement under section 15.1 herein, as applicable, then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment prejudice District's right to receive the balance of any unpaid Facility Use Fee payments, or reimbursement under section 15.1 herein, as applicable, or pursue any other remedy in this Agreement.

Article 17. Default

17.1 All rights and remedies of District and Licensee under this Agreement shall be commutative and not exclusive of any other rights or remedies allowed under this Agreement, at law or in equity.

17.2 The occurrence of any of the following shall constitute a default and breach of this Agreement by Licensee ("Event of Default").

(a) Licensee shall fail, neglect or refuse to pay all or any portion of the Facility Use Fee payments at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid when and as the same shall become due and payable, and if such default should continue for a period of more than ten (10) days.

(b) Licensee shall abandon or vacate the Assigned Premises, cease to do business, or transfer all or substantially all of its assets to another entity without prior written approval of District;

(c) Licensee shall fail, neglect or refuse to keep and perform any other covenants, stipulations or agreement herein contained, and in the event any such default shall continue for a period of more than ten (10) days after notice thereof is given in writing to Licensee by District; however, should Licensee's default involve a serious risk to the safety of the students or an illegal use of the Assigned Premises, such cure must occur immediately.

(d) The vacating or abandonment of the Assigned Premises by Licensee before the expiration of the Term.

(e) The failure by Licensee to utilize the Facility or Assigned Premises for the sole purpose of operating of the Licensee's business as authorized by this Agreement and the terms and conditions set forth herein.

(f) Failure to keep in effect insurance as required herein.

17.3 Remedies. Upon any Event of Default, District shall have the following remedies, in addition to all other rights and remedies provided by law, to which District may resort cumulatively, or in the alternative:

17.1.1 Recovery of Facility Use Fee. District shall be entitled to keep this Agreement in full force and effect (whether or not Licensee shall have abandoned the Assigned Premises) and to enforce all of its rights and remedies under this Agreement, including the right to recover Facility Use Fees and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of Rent or other sum until paid.

17.1.2 Termination. District may terminate this Agreement by giving Licensee written notice of termination. On the giving of the notice all of Licensee's rights in the Assigned Premises shall terminate. Upon the giving of the notice of termination, Licensee shall surrender and vacate the Assigned Premises in the condition required under this Agreement, and District may re-enter and take possession of the Assigned Premises and all the remaining improvements or property and eject Licensee or any of Licensee's subtenants, assignees or other person or persons claiming any right under or through Licensee or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Licensee from the payment of any sum then due District or from any claim for damages or Facility Use Fee previously accrued or then accruing against Licensee.

17.1.3 Damages. In the event this Agreement is terminated, District shall be entitled to damages in the following sums:

17.1.3.1 the worth at the time of award of the unpaid Facility Use Fee which has been earned at the time of termination; plus,

17.1.3.2 the worth at the time of award of the amount by which the unpaid Facility Use Fee which would have been earned after termination until the time of award exceeds the amount of such rental loss that Licensee proves could have been reasonably avoided; plus,

17.1.3.3 the worth at the time of award of the amount by which the unpaid Facility Use Fee for the balance of the Term after the time of award exceeds the amount of such rental loss that Licensee proves could be reasonably avoided; and,

17.1.3.4 any other amount necessary to compensate District for all detriment proximately caused by Licensee's failure to perform Licensee's obligation under this Agreement, or which in the ordinary course of business would be likely to result therefrom including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Assigned Premises; (ii)

expenses in retaking possession of the Assigned Premises; and (iii) reasonable attorneys' fees and court costs;

Article 18. Assignments

18.1 This Agreement is not assignable by either Party. Licensee shall do none of the following: assign this Agreement or any part of it, sublet, pledge, collateralize or attach the benefits of the Assigned Premises or any part of it, grant any license with respect to the Assigned Premises or any part of it, or attempt to do any of the foregoing without approval from District.

Article 19. Notice

19.1 No notice or other communication given under this Agreement shall be effective unless the same is given in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or delivered via over-night courier, addressed (1) to District, attention President, at the address set forth on page 1 of this Agreement, or to such other address as District shall designate by giving notice thereof to Licensee, or (2) to Licensee, at the address set forth on page 1 of this Agreement or such other address as Licensee shall designate by giving notice thereof to District.

Article 20. Holding Over

20.1 Should Licensee hold over in possession after the expiration of the Term or any renewal term or the earlier termination of this Agreement, the holding over shall not be deemed to extend the Term or renew the Agreement, but the license thereafter shall continue upon the covenants and conditions herein set forth at one hundred fifty percent (150%) of the monthly Facility Use Fee (Holding Over Facility Use Fee) of the last expiring Term unless Licensee and District mutually agree to a different rental amount.

Article 21. Surrender of the Assigned Premises

21.1 On the last day of the Term hereof, or on sooner termination of this Agreement, Licensee shall surrender to District the Assigned Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the commencement date of this Agreement excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the commencement date. This Agreement shall operate as a conveyance and assignment to the District of any improvements identified by the District to remain on the Assigned Premises. Licensee shall remove from the Assigned Premises all of Licensee's personal property, trade fixtures, and any improvements made by Licensee which District determines shall be removed by Licensee. All property not so removed shall be deemed abandoned by Licensee. If the Assigned Premises are not so surrendered at the expiration or earlier termination of this Agreement, Licensee shall indemnify District against loss or liability resulting from delay by Licensee in so surrendering the Assigned Premises including, without limitation, any claims made by any succeeding tenant or losses to District due to lost opportunities to Agreement to succeeding tenants.

Article 22. Miscellaneous

22.1 Amendment. This Agreement may be amended or modified, but only by a written instrument executed by the Parties.

22.2 Construction. This Agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both Parties and shall not be construed in favor of one Party over the other by reason of drafting.

22.3 Invalidity. If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

22.4 California Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of California. Venue for any legal action arising out of this Agreement shall be in Los Angeles County, California.

22.5 Performance. The failure of any Party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.

22.6 Relationships. Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between District and Licensee. Neither District nor Licensee shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other Party.

22.7 Waiver. A waiver of a breach of any provision of this Agreement shall only be effective if such waiver is expressed in writing and signed by the waiving Party. No waiver of a breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.

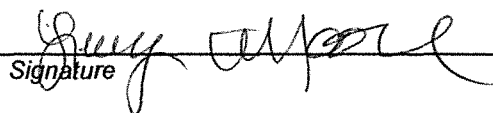
22.8 Entire Agreement. This Agreement and all attachments thereto, contain the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, between the Parties with respect to the matters contained in this Agreement and may not be modified or amended except as provided in this Agreement.

22.9 Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of Sept. 24, 2018

LAKEWOOD AQUATIC SPORTS CLUB, INC.:

By:


Signature

LUCY MOORE - TEAM MANAGER
Typed or Printed Name, & Title

teammanager@lakewoodaquatics.org
E-mail

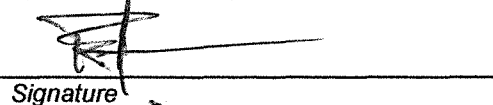
46-06-85816
Tax Identification Number (EIN)

Date:

9/20/2018

CERRITOS COMMUNITY COLLEGE DISTRICT:

By:


Signature

FELIPE R. LOPEZ
V.P. of BUSINESS SERVICES
Typed or Printed Name, & Title

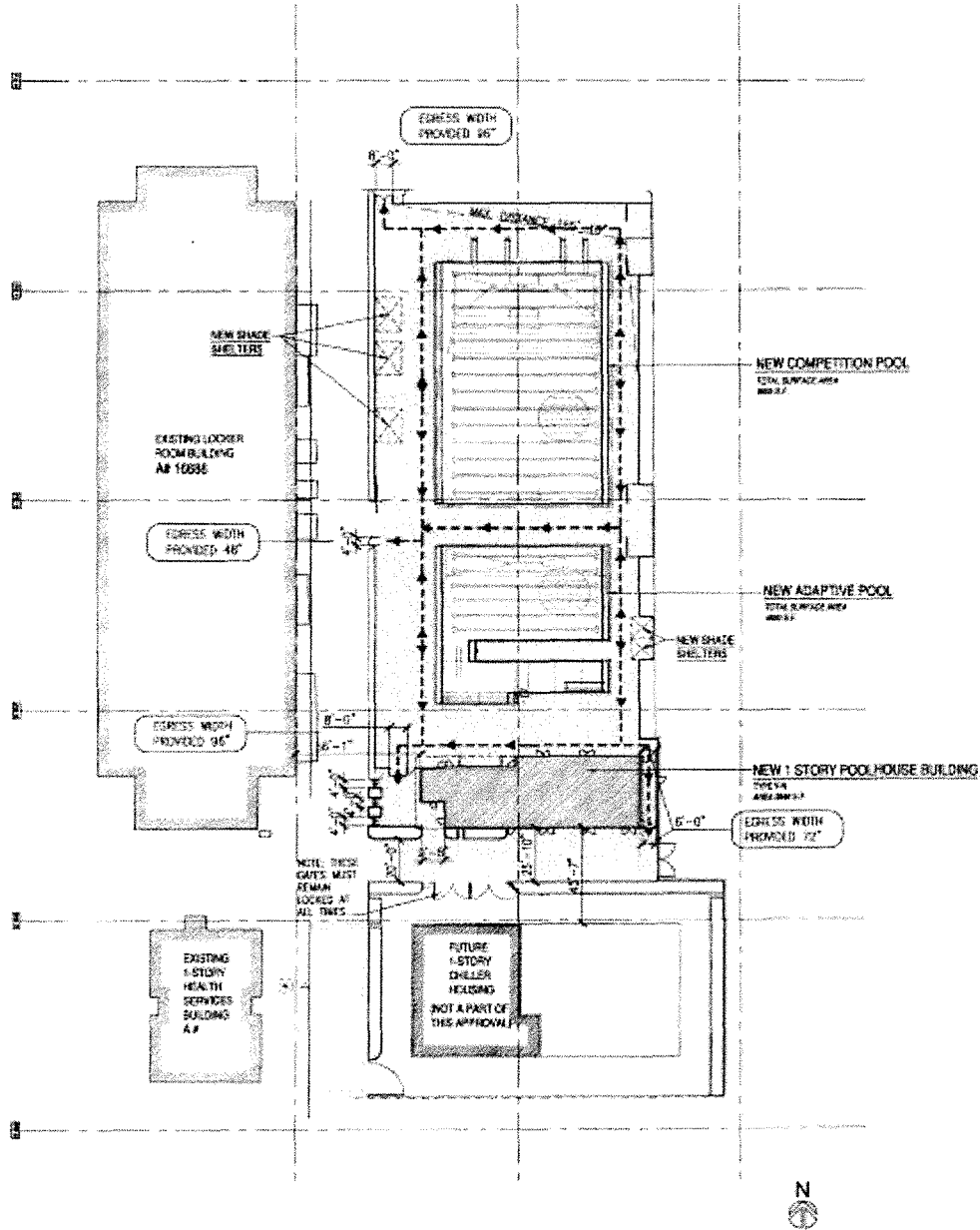
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9/24/2018

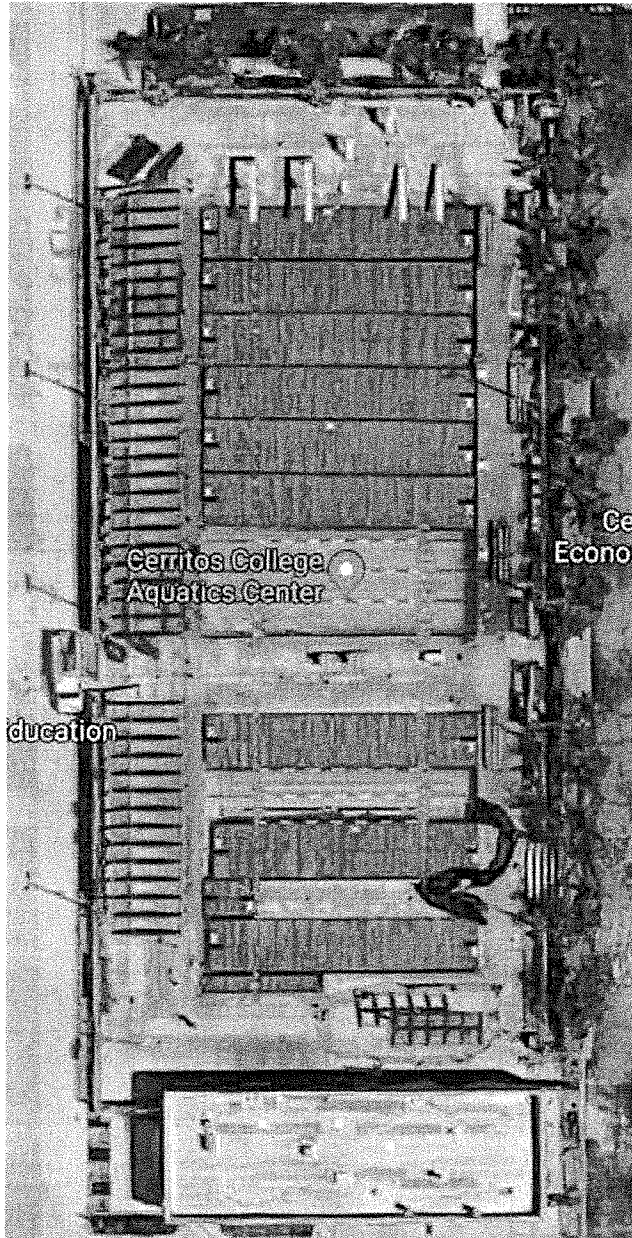
FACILITY USE AGREEMENT

ATTACHMENT "A"

DESIGNATED AREA



[Continued on next page]



FACILITY USE AGREEMENT

ATTACHMENT "B"

Licensee Assigned Premises shall include the following:

Space: Aquatic Center

Equipment: None

Services: None

Other: None

FACILITY USE AGREEMENT

ATTACHMENT "C"

Licensee use of Assigned Premises shall be as detailed for the months of July 2018 through June 2019 as noted below.

Lakewood Aquatics July '18-June '19

WEEK OF	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
July 2	4:30-7:30 PM	4:30-7:30 PM		4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
July 9	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
July 16	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
July 23	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
July 30	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
August 6	4:30-7:00 PM	4:30-7:00 PM	4:30-7:00 PM	4:30-7:00 PM		
August 13						
August 20						
August 27	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM		
September 3		4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
September 10	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
September 17	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
September 24	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
October 1	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
October 8	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
October 15	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
October 22	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
October 29	4:30-7:30 PM	4:30-7:30 PM	4:30-6:00 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
November 5	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
November 12	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM		
November 19	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM		4:30-7:30 PM	7:30-9:30 AM
November 26	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
December 3	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
December 10	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM		
December 17	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
December 24			4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM

[Continued on next page]

WEEK OF	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
December 31	7:30-9:30 AM		4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
January 7	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
January 14	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
January 21	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
January 28	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
February 4	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
February 11	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
February 18	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM		
February 25	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
March 4	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
March 11	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
March 18	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
March 25	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
April 1	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
April 8	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
April 15	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
April 22	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
April 29	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
May 6	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
May 13	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
May 20	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
May 27		4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
June 3	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
June 10	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM
June 17	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	
June 24	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	4:30-7:30 PM	7:30-9:30 AM

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 43

FROM:

Dr. Jose Fierro
President/Superintendent

PREPARED BY:

Felipe R. Lopez
Vice President of Business
Services/Assistant Superintendent

SUBJECT: Consideration of Approval of Amendment No. 1 with KNN Public Finance LLC for Municipal Advisory Services

ACTION

It is recommended that the Board of Trustees approve Amendment No. 1 with KNN Public Finance LLC for municipal advisory services.

FISCAL IMPACT

Funding will be provided from bond proceeds (cost of issuance) based on the type of financing.

REPORT SUMMARY

Cerritos College annually consulting with a financial advisor to provide independent, objective, and expert advice on financing options, analyses to determine the most appropriate and cost-effective financing methods, terms, security provisions and repayment structures in connection with prospective financing of bonds.

SERVICES - AMENDMENT

KNN PUBLIC FINANCE, LLC

AMENDMENT NO. 1 FOR MUNICIPAL ADVISORY SERVICES

Requested by: Mr. Felipe R. Lopez, Vice President of Business Services/Assistant Superintendent

Purpose: On April 5, 2017, the District entered into an agreement with KNN Public Finance, LCC, for municipal advisory services as required by Cerritos College. Municipal advisory services (also refer to as financial advisory services) provided by KNN include, but are not limited to, providing strategies seeking optimal financing pricing, providing ongoing support, monitoring for possible refunding, and assistance with the structure of the financing in order to be in compliance with public finance laws but most importantly determining the most cost effective option for the taxpayer.

Senate Bill No. 1029, which is effective January 1, 2017, mandates new reporting requirements to the California Debt and Investment Advisory Commission and adoption of debt management policies and procedures before any new issuance can made. Municipal Advisor will assist in meeting these new reporting requirements and assist in the development of debt management policies and procedures.

Amendment No. 1 for municipal advisory services is established to ensure consistency of terms and conditions among all professional services. The amendment extends services through June 30, 2021.

The rates are detailed below and have remain unchanged from the original Agreement. The amount of fees will be determined and agreed upon for each financing transaction based on but not limited to, the size, amount, and complexity and will not exceed the fee schedule.

Type of Financing	Agreement Rates
General Obligation Bonds	NTE \$60,000
Bond Anticipation Notes	NTE \$60,000
Certificate of Participation	NTE \$60,000
Refunding Bonds	NTE \$60,000
Private Placement	NTE \$25,000
Tax and Revenue Anticipate Notes (TRAN)	NTE \$15,000

Period: The time period of the agreement is from July 1, 2019 through June 30, 2021.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Amendment No. 1 to Contract No. 16C0171 – KNN Public Finance, LLC
Contract No. 18C0010 – KNN Public Finance, LLC



Cerritos College

AMENDMENT NO. 1

To

CONTRACT NO. 16C0171

The AGREEMENT made and entered on **April 5, 2017**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and **KNN Public Finance LLC**, incorporated under the laws of the state of California with its principal place of business at 1300 Clay Street, Suite 1000, Oakland, CA 94612, is **AMENDED** on **July 18, 2019**, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated **April 5, 2017** ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** the Agreement, Page 1, Article 2.0 Term, Section 2.1, to extend the term for two (2) additional years, as follows:

1.1 The term of this Agreement shall begin on **April 5, 2017**, and end on ~~June 30, 2019~~ **June 30, 2021**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services within the term of this Agreement. All applicable indemnification provisions of the Agreement shall remain in effect following the termination of this Agreement.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CONTRACTOR:

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-Mail

Tax ID No.



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0171

PARTIES AND DATE

This Agreement is made and entered into this 5th day of **April, 2017**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **KNN Public Finance LLC** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 1300 Clay Street, Suite 1000, Oakland, CA 94612. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

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 by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Municipal Advisory Services**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Services as more fully detailed in Scope of Work (SOW), attached hereto as Exhibit "B" (2 pages, with noted DISTRICT changes) and is incorporated herein by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform its services in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **April 5, 2017**, and end on **June 30, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement contingent upon the ultimate sale and delivery of municipal securities and will be payable from bond proceeds or other monies from the sale of the securities. The **total Not-to-Exceed amount per financing** will be based on the type of financing, exclusive of any reimbursable costs, based upon the fee schedule as outlined in Exhibit "B". The DISTRICT and CONTRACTOR will discuss and agree upon the amount of fees for each financing transaction based on the fee schedule as outlined in Exhibit "B". Services shall be as-needed at the request of DISTRICT'S Representative.

3.2 Expenses. DISTRICT agrees to reimburse CONTRACTOR expenses in performance of the Agreement. The total **Not-to-Exceed amount** of reimburse expenses shall be **THREE THOUSAND AND 00/100 dollars (\$3,000.00)**, per each financing. Such expenses include, but are not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, data information.

3.3 Invoices for payment will be provided at closing of each financing. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all

necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Felipe R. Lopez, Vice President of Business Services, Cerritos Community College District** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Joanna Bowes, Managing Director, KNN Public Finance** or her designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees,

subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: \$1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability.** The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR,

including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 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 expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

CONTRACTOR represents that in connection with the issuance of municipal securities, CONTRACTOR may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, the CONTRACTOR hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding CONTRACTOR's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair CONTRACTOR's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If the CONTRACTOR becomes aware of any additional potential or actual conflict of interest after this disclosure, CONTRACTOR will disclose the detailed information in writing to the Issuer in a timely manner.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 Originality of Services. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to 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 or under lawful license by any CONTRACTOR hired subcontractor.

11.2 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 Subcontractors. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 Indemnification. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 Confidentiality. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by

CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable

event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

- 21.0 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.
- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 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.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Felipe R. Lopez
Vice President of
Business Services
Tel: (562) 860-2451 Ext. 2242

For Notices: Cerritos Community College District
Business Services
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR: KNN Public Finance

Representative: Joanna Bowes,
Managing Director
(Name & Title)

Tel: (510) 839-8200

For Notices: KNN Public Finance LLC
1300 Clay Street, Suite 1000
Oakland, CA 94612

Fax: (510) 208-8282

[SIGNATURES ON THE FOLLOWING PAGE]

**SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Felipe R. Lopez,
Vice President of Business
Services/Assistant Superintendent

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-mail

Tax Identification Number (EIN)

Date: _____

Date: _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 19, 2019**

Agenda Item No. 44

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending June 30, 2019

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending June 30, 2019.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending June 30, 2019:

- 8,917 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$22,855,199.46; and
- 3,012 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$18,446,051.17.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 45

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT:	Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

ACTION

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND
RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350**

	<u>Name</u>	<u>Department</u>	<u>Classification</u>	<u>Effective Date</u>
1)	Arbizzi, Daniela	Child Development Center	CDC Program Specialist	7/1/2019
2)	Blackburn, Kristi	Institutional Effectiveness, Research & Planning	Dean, Institutional Effectiveness, Research & Planning	7/7/2019
3)	Claxton, Alexander	Institutional Effectiveness, Research & Planning	Research Analyst	6/24/2019
4)	Miles, Michael	Counseling	Counselor	6/30/2019
5)	Monterrosa, Julio	Facilities/Operations	Custodian	6/20/2019
6)	Park, John	Information Technology	Senior Applications Analyst	6/14/2019
7)	Reyes, Jesus	Science, Engineering, Math Division	Instructional Lab Tech III – Biology	8/16/2019

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 46

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Employment of 2019 Summer Session Faculty Personnel

ACTION

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2019 Summer Session, as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Faculty, 2019 Summer Session.

FACULTY: TEMPORARY PART-TIME SUMMER SEMESTER 2019

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Carino, Jesus	RE	Adult Education	1AM	68.50
Mazloom, Martin	RE	ESL/College English Skills	1AB	65.16

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Beas, Virginia	RE	Psychology	6AM	85.17
Garcia, Arturo	RE	Psychology	4AM	78.50

III. EDUCATIONAL PARTNERSHIPS AND PROGRAMS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Andrade, Olga	OL	Education Futures Grant	E16	115.78
DeKraker, Daniel	OL	Education Futures Grant	D14	110.83
Gibson, Dionne	OL	Education Futures Grant	E14	114.13
Gradin, Susan	OL	Education Futures Grant	E22	120.74
Rosenfeld, Kimberly	OL	Education Futures Grant	F22	124.04

IV. FINE ARTS/COMMUNICATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Bhattacharya, Amit	NH	Film	1AM	68.50

V. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Black, Kathleen	RE	Child Development	4BM	78.50

VI. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Arvilla Bohmer, Eduardo	NH	Speech	1AM	68.50
Gough, Timothy	NH	American Sign Language	1AM	68.50

VII. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Gonzalez, Guillermo	RE	Athletics	1BB	65.16
Whitfield, Brent	RE	Athletics	1BB	65.16
Marquez, Octavio	RE	Athletics	2BB	68.50

VIII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Nance, Wesley	RE	Computer Info Systems	6BM	85.17

IX. TECHNOLOGY

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Tomaselli, Nancy	RE	Cosmetology	6BB	81.84

X. SUCCESS CENTER/LIBRARY/LRC

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Fonseca, Lorena	RE	Success Center - Math	3AM	75.17

XI. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Nguyen Field	NH	Counseling	1CM	52.74
Gaucin, Jovany	RE	Counseling Instructor	1AM	68.50
Gonzalez, Ali	NH	Counseling	1CM	52.74
Hernandez, Monica	NH	Counseling	1CM	52.74
Ramirez, Desiree	Nh	Counseling	1CM	52.74

* NH=New Hire, RE=Reemployed

** Instructors:

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
 1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
 2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
 2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate
 3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
 3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
 4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate

*4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate*

Counselors and Librarians:

*1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate*

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 47

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT:	Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 & 2019-2020 Academic Year

ACTION

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Classification	Salary Placement	Name	Effective Date	Status
Admissions and Records Technician 1 (Admissions and Records)	Classified Salary Schedule Grade 28, Step 1 (\$3,660/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Admissions and Records Technician 1 (Admissions and Records)	Classified Salary Schedule Grade 28, Step 1 (\$3,660/month) (Categorically Funded)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Budget Technician (Budget)	Classified Salary Schedule Grade 34, Step 1 (\$4,203/month)	Maria Contreras	August 5, 2019	New
Student Events Specialist (Student Activities)	Classified Salary Schedule Grade 31, Step 1 (\$3,922/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Library Technical Clerk (Library)	Classified Salary Schedule Grade 25, Step 1 (\$3,415/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision
Program Assistant Coordinator (Economic Development)	Classified Salary Schedule Grade 30, Step 1 (\$3,826.00/month) (Categorically Funded)	To be provided on the revision	To be provided on the revision	To be provided on the revision

* Categorically Funded

** Specially Funded

Senior Applications Analyst
Information Technology
(Two positions)

Classified Salary Schedule
Grade 52, Step 1
(\$6,400.00/month)

To be provided on the
revision

To be provided
on the revision

To be provided
on the revision

II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2019, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Albert, Ishmel	Success Center	Instructional Aide I	\$12.00/hr (1)	05/15/19
Andrews, Amanda**	Community Education	Student Placement Specialist	\$12.34/hr	05/29/19
Aquino, Katherine	Success Center	Instructional Aide II	\$13.30/hr (1)	06/11/19
Baker, Bradley	HPEDA	Locker Room Attendant	\$12.00/hr	05/24/19
Barrett, Michael P.	Success Center	Instructional Aide I	\$12.00/hr	05/23/19
Benoun, Alonso**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/26/19
Bill, Karly**	Community Education	Student Placement Specialist	\$12.34/hr	06/06/19
Bucho, Patricia Ann*	Health Occupations	Continuing Education Specialist Health Occupations	\$52.47/hr	05/20/19
Chang, Nathan K.**	HPEDA	Aquatic Specialist	\$12.00/hr	05/29/19
Chavez, Michael**	Community Education	Instructional Aide I	\$12.00/hr	06/20/19
Culling, Mikayla**	HPEDA	Aquatic Specialist	\$12.00/hr	06/20/19
Friedland Anastasia	Success Center	Instructional Aide II	\$13.30/hr (1)	06/06/19
Garcia Amezquita, Jean Paul	Success Center	Instructional Aide II	\$13.30/hr (1)	06/26/19
Garcia, Gabriella**	HPEDA	Sports Specialist	\$12.22/hr	06/05/19
Glynn, Kayatana R.**	HPEDA	Aquatic Specialist	\$12.00/hr	06/20/19
Gonzalez, Alondra**	EPP	Technical Support Coordinator	\$19.32/hr	06/06/19
Gutierrez, Angelina E.*	CalWORKs	Program Assistant II	\$12.00/hr	05/30/19
Joson, Joshua R.**	HPEDA/Community Ed.	Aquatic Specialist	\$12.00/hr	05/29/19
Martinez, Bernice**	Community Education	Student Placement Specialist	\$12.34/hr	05/30/19
Maxon, Anita**	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	06/06/19
Moreno Juarez, Luis	Success Center	Instructional Aide II	\$13.30/hr (1)	05/23/19
Nelson, Kerry**	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	05/24/19
Ortiz, Joseph	Success Center	Instructional Aide I	\$12.00/hr (1)	05/23/19
Padilla Jr., Oscar**	HPEDA	Aquatic Specialist	\$12.00/hr	06/20/19
Passi, Amanda	Success Center	Instructional Aide I	\$12.00/hr (1)	05/23/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Ramos, Jesse Thomas	Success Center	Instructional Aide II	\$13.30/hr (1)	06/25/19
Reyes, Nancy*	Adult Education	Instructional Aide II	\$13.30/hr	05/29/19
Robinson, Katelyn**	Community Education	Instructional Aide I	\$12.00/hr	06/06/19
Romo, Edgar	Success Center	Instructional Aide II	\$13.00/hr (1)	06/11/19
Shah, Roshani**	Community Education	Intermediate Clerk	\$12.00/hr	05/24/19
Tirambulo, Cielo**	HPEDA	Aquatic Specialist	\$12.00/hr	05/29/19
Tran, Myanh	Success Center	Instructional Aide II	\$13.30/hr (1)	06/11/19
Valladolid Vergara, Cinthya**	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	05/30/19
Velez, Natasha**	HPEDA	Aquatic Specialist	\$12.00/hr	06/06/19
Wiitanen, Hayly*	Academic Affairs	Clerk	\$12.00/hr	05/29/19

III. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2020, or 175 total workdays, whichever occurs first

Abing, Joseph**	Community Education	Sports Leader	\$12.00/hr	05/24/19
Ahumada, Brian**	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	05/15/19
Albert, Ishmel	Success Center	Instructional Aide I	\$12.00/hr	05/15/19
Allen, Michael**	Community Education	Sports Leader	\$12.00/hr	05/02/19
Alvarez, Lorena*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Alvarez, Maria*	CalWORKs	Clerk	\$12.00/hr	05/29/19
Aly, Hemat Sobhy*	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Andrews, Amanda**	Community Education	Student Placement Specialist	\$12.34/hr	05/29/19
Anguiano, Sara**	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	05/15/19
Araiza, Arlene*	SEM	Special Populations Coordinator	\$17.04/hr	05/24/19
Bachle, Anika	Admissions & Records	Aides-Special Registration Account Clerk	\$12.00/hr (1)	05/15/19
Baldrige, Carolann	HPEDA	Athletic Trainer III	\$21.76/hr	05/15/19
Barba, Jasmin*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Barcelos, Alejandra**	CalWORKs	Instructional Scheduling Coordinator	\$12.98/hr	05/24/19
Barrett, Michael	Success Center	Instructional Aide I	\$12.00/hr (1)	05/23/19
Basuni, Asteria	Admissions & Records	Aides-Special Registration Account Clerk	\$12.00/hr	06/26/19
Bayan, Ivan Paul**	HPEDA	Aquatic Specialist	\$12.00/hr	05/29/19
Benoun, Alonso**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/26/19
Benoun, Diego**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/20/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Benoun, Joseph**	Community Education	Continuing Education Specialist III/Kids College	\$36.36/hr	05/15/19
Bernal, Gisselle**	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	06/20/19
Bertea, Cynthia**	Community Education	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Bill, Karly**	Community Education	Student Placement Specialist	\$12.34/hr	06/06/19
Bowen, Christopher**	Community Education	Continuing Education Specialist III/Kids College	\$36.35/hr	05/15/19
Bradley, Baker	HPEDA	Locker Room Attendant	\$12.00/hr	05/24/19
Briseno, Jacqueline*	CalWORKs	Clerk	\$12.00/hr	05/20/19
Bucho, Patricia Ann*	Health Occupations	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Bustamante, Mauricio**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/20/19
Bustamante, Sebastian**	Community Education	Community Education Specialist	\$30.27/hr	06/20/19
Cabrera, Andrew**	HPEDA/Community Ed.	Aquatic Specialist	\$12.00/hr	05/15/19
Calligan, Erin	Success Center	Instructional Aide II	\$13.30/hr (1)	06/20/19
Cano, Anthony**	Community Education	Instructional Aide I	\$12.00/hr	06/20/19
Cantorán, Sandra*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Carbone, John	HPEDA	Theater Production Manager	\$16.62/hr	05/15/19
Caro, Carlos Durazo**	Community Education	Continuing Education Specialist III/Kids College	\$36.35/hr	05/15/19
Castillo, Maria	Success Center	Instructional Aide II	\$13.30/hr (1)	05/15/19
Chang, Nathan**	HPEDA	Aquatic Specialist	\$12.00/hr	05/29/19
Chau, Christopher	HPEDA	Athletic Trainer III	\$21.76/hr	05/15/19
Cho, Misty**	Community Education	Continuing Education Specialist Health Occupations	\$52.47/hr	05/15/19
Connell, Britany	HPEDA	Aquatic Specialist	\$12.00/hr	05/24/19
Coon, Rhea*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/24/19
Corby, Allison**	Student Health Services	Nurse Practitioner	\$58.00/hr	05/24/19
Crayton, Maureen B.*	DSPS	Aides-Special Interpreter Certified	\$42.58/hr	06/26/19
Culling, Mikayla**	HPEDA/Community Ed.	Aquatic Specialist	\$12.00/hr	06/20/19
De La Cruz, Breana	Success Center	Instructional Aide II	\$13.30/hr	06/20/19
Demian, Mariam F.	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Dhingra, Muskan*	EPP	Student Affairs Technician	\$12.05/hr	05/14/19
Diaz Robles, Wendy*	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Diaz, Elizabeth*	DSPS	Instructional Aide II	\$13.30/hr (1)	06/26/19
Dominguez, David Z.	SEM	Aides-General (Laboratory)	\$12.00/hr	06/18/19
Driskell, James**	Community Education	Community Education Specialist	\$30.27/hr	06/15/19
Driskell, James**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Duenas, Joseph**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/20/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Durazo, Adrian	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	06/15/19
England, Tyler	HPEDA	Locker Room Attendant	\$12.00/hr	06/15/19
Equihua, Cristian**	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/15/19
Escobedo, Melina*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Espinoza, Andrea*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Espinoza, Paola**	Community Education	Community Ed. Specialist I/Kids College	\$30.27/hr	06/14/19
Espinoza, Sarah*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/09/19
Estrada, Maximina*	Financial Aid	Clerk	\$12.00/hr	05/29/19
Faustinos, Stacey*	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Fernandez, Mateo	HPEDA	Aquatic Specialist	\$12.00/hr	06/15/19
Ferruz De Zepeda, Paola*	Student Health Services	Continuing Education Specialist	\$30.27/hr	05/24/19
Fisher, Jeffery**	Community Education	Sports Specialist	\$12.22/hr	06/15/19
Florendo, Princess*	DSPS	Instructional Aide II	\$13.30/hr	05/24/19
Flores, Victor A.	International Student Svcs	Student Affairs Assistant	\$14.32/hr	05/24/19
Friedland, Anastasia	Success Center	Instructional Aide II	\$13.30/hr	06/06/19
Fritz Calhoun, Joshua**	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/15/19
Fuentes, Debora*	DSPS	Instructional Aide II	\$13.30/hr	06/26/19
Funes, Zuleyma**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/15/19
Gallegos, Daisy*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Galvez, Christina*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Garcia, Aviance*	CalWORKs	Student Affairs Assistant	\$14.32/hr	05/24/19
Garcia, Aviance*	Financial Aid	Student Affairs Assistant	\$14.32/hr	05/24/19
Garcia, Gabriella**	HPEDA	Sports Specialist	\$12.22/hr	05/24/19
Garcia, Marilu*	SEM	Special Populations Coordinator	\$17.04/hr	05/24/19
Geil, Rory**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Giesler, Katarina	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/20/19
Glynn, Kayatana**	HPEDA	Aquatic Specialist	\$12.00/hr	06/15/19
Gonzalez, Amanda*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/20/19
Gonzalez, Anthony**	Community Education	Continuing Education Specialist III /Kids College	\$36.35/hr	05/24/19
Gonzalez, Patricia	Community Education	Teaching Assistant	\$13.99/hr	06/20/19
Gressier, Pamela *	Student Health Services	Continuing Education Specialist Health Occupations	\$52.47/hr	06/20/19
Gressier, Pamela*	Student Health Services	Community Education Specialist	\$30.27/hr	05/24/19
Gutierrez, Angelina*	CalWORKs	Instructional Scheduling Coordinator	\$12.98/hr	05/29/19
Gutierrez, Angelina*	CalWORKs	Program Assistant II	\$12.00/hr	05/29/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Gutierrez, Raul Jacobs*	CalWORKs	Welder	\$14.32/hr	05/20/19
Gutierrez, Vanessa*	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Guzman, Julio**	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/15/19
Havrilla, Lori**	Community Education	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Hernandez, Delone*	DSPS	Instructional Aide I	\$12.00/hr	06/26/19
Hernandez, Elijah	Success Center	Instructional Aide I	\$12.00/hr (1)	06/05/19
Hernandez, Jesse*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Hernandez, Zachary*	EOPS/LINC	Instructional Aide II	\$13.97/hr (2)	06/05/19
Herrera, Crystal *	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Higgins, Lloyd Fletcher**	Community Education	Sports Leader	\$12.00/hr	05/24/19
Holmes II, William**	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	05/24/19
Hoyer, Eric**	Community Education	Continuing Education Specialist III/Kids College	\$36.35/hr	06/06/19
Ieremi, Kimberly**	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/20/19
Islas, Destiny	Success Center	Instructional Aide II	\$13.30/hr	06/15/19
Jenkins Jr., David L.*	Financial Aid	Clerk	\$12.00/hr	05/24/19
Jenkins, Zachary	HPEDA	Aquatic Specialist	\$12.00/hr	06/15/19
Jensen, Richard**	Community Education	Community Education Specialist	\$30.27/hr	06/15/19
Jernigan, Bryan**	Community Education	Continuing Education Specialist III/Kids College	\$36.35/hr	06/15/19
Jimenez, Xochitl*	SWP Round 2	Instructional Aide I	\$12.00/hr	06/05/19
Joson, Joshua**	HPEDA	Aquatic Specialist	\$12.00/hr	05/29/19
Juarez, Brandon*	SWP Round 2	Instructional Aide I	\$12.00/hr	06/05/19
Kennedy, Christina	HPEDA	Theater Production Manager	\$16.62/hr	05/15/19
Khlot, Michelle*	Financial Aid	Instructional Aide II	\$13.30/hr	05/24/19
Kim, Angela	Success Center	Instructional Aide II	\$14.67/hr (3)	06/06/19
Kim, Eunice E.	Community Education	Community Education Specialist	\$30.27/hr	05/24/19
Kirk, Kennith	HPEDA	Aide-General (Laborer)	\$12.00/hr	06/15/19
Kirst, Desiree*	DSPS	Aides-Special Interpreter V	\$41.02/hr	05/26/19
Knight, Jerry**	Community Education	Community Education Specialist	\$30.27/hr	06/15/19
Knight, Jerry**	Community Education	Program Facilitator	\$14.32/hr	06/15/19
Koenig, Todd**	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/15/19
Kristinat, Katrina	Academic Affairs	Development Assistant	\$14.32/hr	06/06/19
Kuo, Brian	Success Center	Instructional Aide II	\$14.67/hr (3)	06/26/19
Kwon, Angie Yi	Success Center	Instructional Aide II	\$13.30/hr	06/06/19
Lapitan, Carolyn*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/20/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Layne, Jonathan**	Community Education	Continuing Education Specialist Cultural/Arts	\$29.15/hr	05/24/19
Lewis, Kristi Marie*	DSPS	Aides-Special Interpreter IV	\$34.79/hr	05/20/19
Lopez Calderon, Alejandra	Success Center	Instructional Aide II	\$13.30/hr	05/15/19
Lopez, Karla E.*	Adult Education	Program Assistant II	\$12.00/hr	07/14/19
Lopez, Lourdes*	CalWORKs	Student Affairs Assistant	\$14.32/hr	05/24/19
Lopez, Raul**	Student Health Services	Medical Doctor	\$95.00/hr	05/24/19
Luna, Mercedes	HPEDA	Athletic Trainer III	\$21.76/hr	05/29/19
Maae, Stacey**	Community Education	Facilities Scheduling Coordinator	\$12.98/hr	06/06/19
Maehara, June **	Community Education	Continuing Education Specialist II/Kids College	\$33.23/hr	06/15/19
Malfavon, Allen M.*	EOPS	Instructional Aide II	\$14.67/hr (3)	06/05/19
Maragno, Kathryne	HPEDA	Program Facilitator	\$14.32/hr	06/15/19
Marquez, Gabriel *	Financial Aid	Program Assistant	\$12.00/hr	05/20/19
Marquez, Gabriel A.*	Financial Aid	Program Assistant I	\$12.00/hr	05/24/19
Marquez, Tomas**	HPEDA/Community Ed.	Aquatic Specialist	\$12.00/hr	06/20/19
Marroquin, Sonia M.**	Community Education	Continuing Education Specialist III/Kids College	\$36.35/hr	06/15/19
Martinez, Bernice**	Community Education	Student Placement Specialist	\$12.34/hr	05/30/19
Martinez, Suleyma**	Community Education	Student Placement Specialist	\$12.34/hr	06/20/19
Mavrikis, Alexandra**	Community Education	Program Facilitator	\$14.32/hr	06/15/19
Maxon, Anita**	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	06/06/19
McMillen, Lana L.**	Community Education	Continuing Education Specialist III/Kids College	\$36.35/hr	06/15/19
Mendez Romo, Alejandra	Success Center	Instructional Aide II	\$13.30/hr (1)	05/29/19
Mendez, Isabel*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Miranda, Adrian**	Community Education	Program Facilitator	\$14.32/hr	06/15/19
Montero, Daniella	Success Center	Instructional Aide II	\$13.30/hr (1)	06/20/19
Moore, Melanye*	CalWORKs	Instructional Aide I	\$12.00/hr	05/20/19
Moreno Juarez, Luis	Success Center	Instructional Aide II	\$13.30/hr	06/05/19
Morga, Brittney*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/24/19
Negen, Jacob	Success Center	Instructional Aide II	\$14.67/hr (3)	06/26/19
Nehls, Carl*	DSPS	Instructional Aide II	\$13.30/hr	06/26/19
Nellermoe, Daniel **	HPEDA	Aquatic Specialist	\$12.00/hr	06/15/19
Nelson, Kerry**	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	05/24/19
Nelson, Edward	Student Activities	Student Activities Clerk	\$12.00/hr	06/26/19
Ng, Hazel**	Student Health Services	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Ngoun, Kevin**	Community Education	Administrative Secretary	\$13.64/hr	06/15/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Nguyen, Hayden*	SWP Round 2	Instructional Aide I	\$12.00/hr	06/06/19
Nunez, Norberto**	Community Education	Community Education Specialist	\$30.27/hr	05/24/19
Nutt, Karen*	Adult Education	Community Education Specialist	\$30.27/hr	06/26/19
Olive, Yvonne**	Student Health Services	Nurse Practitioner	\$58.00/hr	05/24/19
Orton, Vince	Information Technology	Senior Applications Analyst	\$45.50/hr	06/27/19
Ortiz, Joseph	Success Center	Instructional Aide I	\$12.00/hr	05/23/19
Padilla, Debra**	Community Education	Recreation Activity Specialist	\$14.18/hr	06/06/19
Padilla, Oscar**	HPEDA/Community Ed.	Aquatic Specialist	\$12.00/hr	06/05/19
Palencia, Mireya*	EOPS	Instructional Aide II	\$14.37/hr (3)	06/15/19
Passi, Amanda	Success Center	Instructional Aide I	\$12.00/hr (1)	05/24/19
Patel, Muhammed*	Financial Aid	Clerk	\$12.00/hr	05/24/19
Patterson, Dejeon J.	Facilities	Custodian	\$12.00/hr	05/24/19
Pearce, Denine A.	DSPS	Aides-Special Interpreter IV	\$34.79/hr	06/26/19
Pease, Rachael*	Child Development Center	CDC Art Studio Teacher	\$26.97/hr	05/20/19
Pease, Rachael*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/24/19
Penaloza, Jazmine*	SEM	Special Populations Coordinator	\$17.04/hr	05/24/19
Peralta, Monica*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Perez, Evelyn*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Perez, Jennifer	SEM	Aides-General Laboratory	\$12.00/hr	06/26/19
Prado, Haven Rose*	Financial Aid	Clerk	\$12.00/hr	05/29/19
Quesada, Deanna*	Adult Education	Community Education Specialist	\$30.27/hr	06/06/19
Quick, Kay L.	Student Activities	Student Activities Clerk	\$12.00/hr	06/06/19
Quinga, Andrea*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Ramirez, Ana	HPEDA	Instructional Aide II	\$14.67/hr (3)	05/24/19
Ramirez, Mikaela**	Community Education	Student Placement Specialist	\$12.34/hr	05/24/19
Ramos, Adriana*	DSPS	Instructional Aide I	\$12.00/hr	06/20/19
Ramos, Jesse	Success Center	Instructional Aide II	\$13.30/hr	06/25/19
Reed, Ashley*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/24/19
Rivas Acuna, Jessica Marie*	Advance Transportation	Vocational Education & Special Projects Assistant	\$17.04/hr	05/24/19
Roberts, Rachel**	Community Education	Community Education Specialist	\$30.27/hr	06/05/19
Robinson, Katelyn	Community Education	Instructional Aide I	\$12.00/hr	06/06/19
Roche Ramirez, Karia**	Community Education	Continuing Education Specialist I/Kids College	\$30.27/hr	06/05/19
Rodriguez, Anthony	SEM	Aides-General (Laboratory)	\$12.00/hr	05/15/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Rodriguez, Nadia*	BSI/Career Services	Intermediate Clerk	\$12.00/hr	06/26/19
Romo, Edgar	Success Center	Instructional Aide II	\$13.30/hr (1)	06/11/19
Romo, Steven**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Rosa, Steve	HPEDA	Theater Production Manager	\$16.62/hr	05/29/19
Rosales, Paola**	Community Education	Student Placement Specialist	\$12.34/hr	06/20/19
Roybal, Erika**	Student Health Services	Nurse Practitioner	\$58.00/hr	05/24/19
Ruiz, Jennifer**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Ruiz, Veronica*	CalWORKs	Instructional Aide II	\$13.30/hr	05/24/19
Rust, Lance**	Community Education	Student Placement Specialist	\$12.34/hr	06/20/19
Saenz, Noe Angel*	Financial Aid	Clerk	\$12.00/hr	06/06/19
Sakurai, Lester*	SEM	Instructional Aide II	\$14.67/hr (3)	06/18/19
Saldana, Sunny**	Community Education	Instructional Scheduling Coordinator	\$12.98/hr	06/20/19
San Juan, Diana E.	Library	Instructional Aide I	\$12.00/hr	05/24/19
Sanchez, Margarita*	Financial Aid	Clerk	\$12.00/hr	06/06/19
Santos, Angelo	Success Center	Instructional Aide I	\$12.00/hr	06/05/19
Santos, Michelle**	Student Health Services	Nurse Practitioner	\$58.00/hr	05/24/19
Sauvageau, Eric Steven	HPEDA	Aide-General (Laborer)	\$12.00/hr	06/15/19
Semeniuk, Clarissa Ann**	Student Health Services	Nurse Practitioner	\$58.00/hr	05/24/19
Sevilla Garcia, Magali**	Student Health Services	Health Service Clerk	\$13.49/hr	05/24/19
Shah, Roshani**	Community Education	Intermediate Clerk	\$12.00/hr	05/24/19
Slim, Marie	Success Center	Instructional Aide I	\$12.00/hr	05/24/19
Spradlin, Nancy**	Community Education	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Suarez, Lisa Marie*	CalWORKs	Clerk	\$12.00/hr	05/20/19
Suresh, Nidheya*	EOPS/Care	Instructional Aide II	\$13.97/hr (2)	06/05/19
Tait, Mark**	Technology	Continuing Education Specialist/Bus. Technology	\$52.47/hr	05/20/19
Taylor, Marcia	DSPS	Program Facilitator	\$14.32/hr	06/26/19
Thornbury, Robert**	Community Education	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Torres, Erick	Success Center	Instructional Aide II	\$13.30/hr	06/15/19
Torrez, Ericka	SEM	Aides-General (Laboratory)	\$12.00/hr	05/24/19
Tran, Myanh	Success Center	Instructional Aide II	\$13.30/hr (1)	06/12/19
Trevino, Jeanette E.	CalWORKs	Clerk	\$12.00/hr	05/24/19
Trimble, William**	Community Education	Community Education Specialist	\$30.27/hr	05/24/19
Trimble, William**	Community Education	Program Facilitator	\$14.32/hr	05/24/19
Tuning, Nicole	HPEDA	Aquatic Specialist	\$12.00/hr	06/15/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Tuning, Nicole	HPEDA	Program Facilitator	\$14.32/hr	06/15/19
Ungos, Abraham David	SEM	Instructional Aide I	\$12.00/hr	05/29/19
Uraizee, Mahnoor*	SWP Round 2	Instructional Aide I	\$12.00/hr	06/18/19
Valenzuela, Liana*	CalWORKs	Clerk	\$12.00/hr	05/20/19
Valladolid Vergara, Cinthya*	CalWORKs	Instructional Scheduling Coordinator	\$12.98/hr	05/24/19
Vander Linden, Daneille**	Community Education	Vocational Education & Special Projects Assistant	\$17.04/hr	06/20/19
Vargas, Rose**	Student Health Services	Nurse Practitioner	\$58.00/hr	05/24/19
Vicencio, Anthonette*	Child Development Center	CDC Substitute Teacher	\$23.61/hr	05/20/19
Villarreal, Natalie*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Villasenor, Esmeralda*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19
Wiitanen, Hayly*	Academic Affairs	Clerk	\$12.00/hr	05/29/19
Williams, Harry**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Wollam, Roger**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Wood, John**	Community Education	Continuing Education Specialist Health Occupations	\$52.47/hr	05/24/19
Yan, Frankie**	Community Education	Program Facilitator	\$14.32/hr	06/20/19
Ye, Liang**	Community Education	Continuing Education Specialist/Cultural Arts	\$29.15/hr	06/15/19
Yune, Joseph**	Community Education	Community Education Specialist	\$30.27/hr	05/24/19
Zeepeda, Naomi*	SWP Round 2	Instructional Aide I	\$12.00/hr	05/29/19

IV. Professional Experts are paid by stipend. Units reflect total compensation for services to be rendered during the entire sport season. 1 Unit equals \$1,000.

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Units Stipend</u>	<u>Cleared for Employment</u>
Davis, Rodney	HPEDA	Baseball Coach	16.878 units	06/04/19

* Categorically Funded

** Specially Funded

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 48

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President, Human Resources
Assistant Superintendent

SUBJECT: Consideration of Approval of Changes to the Short-Term Hourly Salary Schedule

ACTION

It is recommended that the Board of Trustees approve the revision of the Assistant Coach, Title IX Coordinator I and Title IX Coordinator II job titles.

FISCAL IMPACT

No fiscal impact

REPORT SUMMARY

On January 16, 2019, the Board approved the creation of Professional Expert Assistant Coach job classification. It is recommended to revise the job title from Assistant Coach to Coach, as presented on the attached Athletics salary schedule. This job title better describes the general function performed for the stated unit value. There is no change to the stipend unit value.

On June 6, 2018, the Board approved the creation of Title IX Coordinator I and Title IX Coordinator II job classifications. It is recommended to revise the job classification titles from Title IX Coordinator I to Title IX Deputy I and Title IX Coordinator II to Title IX Deputy II, as found on the Aides-Special salary schedule. These job classifications report to the official Title IX Coordinator. Thus, the revised job titles better describe the Title IX hierarchical structure. There is no change to the hourly pay rate.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Recommended Short-Term Hourly Salary Schedule

Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees)

Effective 1/1/2019

Job Class Codes		Aides-Special	First Year	Second Year	Third Year
Student	Short-Term				
4201	5201	Accompanist	\$ 12.00	\$ 12.00	\$ 12.00
4204	5204	Costume Technician	\$ 12.00	\$ 12.00	\$ 12.00
4206	5206	Electronics Technician	\$ 12.00	\$ 12.00	\$ 12.00
4207	5207	Instructional Media Production Assistant	\$ 12.00	\$ 12.00	\$ 12.00
4208	5208	Instructional System Technician	\$ 12.05	\$ 12.69	\$ 13.33
4214	5214	Lead Registration Account Clerk	\$ 12.00	\$ 12.05	\$ 12.66
4216	5216	Outreach Worker	\$ 12.00	\$ 12.00	\$ 12.00
4217	5217	Physical Fitness Laboratory	\$ 12.00	\$ 12.00	\$ 12.00
4218	5218	Press Operator	\$ 12.00	\$ 12.00	\$ 12.00
4219	5219	Projectionist	\$ 12.00	\$ 12.00	\$ 12.00
4221	5221	Registration Account Clerk	\$ 12.00	\$ 12.00	\$ 12.00
4222	5222	Research and Development Technician	\$ 12.00	\$ 12.00	\$ 12.34
4224	5224	Speech and Language Instructional Aide	\$ 13.30	\$ 13.97	\$ 14.67

Job Class Codes		Aides-Special	Rate
Student	Short-Term		
4202	5202	Bilingual	\$ 12.00
4230	5230	Cadet I	\$ 12.00
4231	5231	Cadet II	\$ 12.00
4232	5232	Cadet III	\$ 12.00
4233	5233	Cadet IV	\$ 12.20
4203	5203	Cashier	\$ 12.00
4205	5205	Counselor	\$ 12.00
4209	5209	Interpreter I	\$ 20.25
4210	5210	Interpreter II	\$ 23.89
4211	5211	Interpreter III	\$ 27.52
4212	5212	Interpreter IV	\$ 34.79
4213	5213	Interpreter V	\$ 41.02
4228	5228	Interpreter Certified	\$ 42.58
4229	5229	ASL Interpreter - Instruction Support	\$ 42.58
	5321	Title IX Deputy I *	\$ 20.00
	5322	Title IX Deputy II *	\$ 30.00
	5325	Clery Compliance Assistant	\$ 25.00
4215	5215	Lead Traffic Control Officer	\$ 12.00
4318	5319	Recycling Technician	\$ 12.98
4220	5220	Registration	\$ 12.00
4223	5223	Special Education	\$ 12.00
4225	5225	Staff Artist	\$ 12.00
4226	5226	Translator	\$ 12.00
4227	5227	Tutor	\$ 12.00

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

*Revised on July 17, 2019 to correct job title

Short-Term and Student Hourly Salary Schedule

Hourly rate structure applies to student and short-term hourly employees
(excluding summer recreation employees)

Effective 1/1/2019

Job Class Codes		<i>Athletics & Recreation</i>	<i>Rate</i>
<i>Student</i>	<i>Short-Term</i>		
4315	5234	Athletic Trainer I	\$ 12.98
4316	5235	Athletic Trainer II	\$ 16.62
4317	5236	Athletic Trainer III	\$ 21.76
4305	5305	Baseball Umpire	\$ 12.00
4306	5306	Basketball Official	\$ 12.00
4307	5307	Lifeguard	\$ 12.00
4308	5308	Locker Room Attendant	\$ 12.00

<i>Professional Expert</i>	<i>Athletics & Recreation</i>	<i>Stipend Unit</i>
8134	Coach *	\$ 1,000.00

Board Date: January 16, 2019

Revised on January 1, 2019 to adjust for State minimum wage.

*Revised on July 17, 2019 to correct job title

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 49

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human
Resources/Assistant Superintendent

PREPARED BY:

Rick Miranda
Vice President of Academic
Affairs/Assistant Superintendent

SUBJECT: Consideration of Approval of New Classified Management Job Classification and Description for Manager, Research and Planning

ACTION

It is recommended that the Board of Trustees approve the establishment of the Classified Management job classification and description for the Manager, Research and Planning (Grade 28, \$7,938 - \$9,985 per month).

FISCAL IMPACT

The position is to be funded 100% by the General Fund.

REPORT SUMMARY

The Dean of Institutional Effectiveness, Research and Planning (IERP) position became vacant effective July 8, 2019. A review of the responsibilities of the position as well as the Dean of Academic Affairs position, which is currently vacant, yield the need to assess a possible restructure of the area to align cross-functional projects and functions between Academic Affairs and Student Services for strategic planning and student success. Thus, it is necessary to fill the leadership gap created in Research and Planning.

It is recommended to approve the new classified management job classification and description of Manager, Research and Planning to maintain the operations of the department. The higher functions of institutional strategic planning and alignment of student success plans will reside with the office of Academic Affairs.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Manager, Research and Planning Job Description

Position: Manager, Research and Planning	Salary Range: 28

Summary

Supervises, organizes, manages, and integrates institutional research supporting strategic planning processes, development and measurement of performance outcomes, assists with institutional and academic planning, and other indicators of institutional effectiveness. Ensures the development and maintenance of up-to-date information databases to support demographic, enrollment, strategic planning, special programs, and institutional performance research, processes, and decisions.

Distinguishing Career Features

The Manager of Research and Planning reports to the Vice President, Academic Affairs. This position provides information and planning support to the Cerritos College community through published reports and visualizations in a logical and contextual manner for enhanced understanding; to develop college-wide and unit-level reports to inform decision-making and aid strategic planning; to assist in the compilation and dissemination of information in meaningful ways to internal and external stakeholders through summary reports, dashboards, and interactive online data displays; and to educate and train data users on information available from the office.

Essential Duties and Responsibilities

- Supervises, organizes, performs, integrates, and evaluates the services and research activities of the department including, but not limited to institutional and faculty research, strategic planning, and performance measurement.
- Oversees and performs research studies that support short and long range planning, evaluation, accreditation, and policy.
- Prepares and conducts an array of research to identify and assess the District's short and long-range institutional needs and opportunities. Collects, prepares and maintains statistical information and establishes the appropriate quantitative and qualitative research design and statistical tools to be used in research and decision support.
- Participates in research for institutional accountability measures and key performance indicators. Works with administrators and external agencies to identify and monitor outcomes and measures.
- Provides data and analytical support to processes that review programs, performance, accreditation, and compliance.
- Maintains and creates reports and queries as needed to fulfill reporting requirements.
- Supervises the design and conducts validation studies for existing and new curricula, programs, and other services that enhance student success.

- Assists with surveys conducted by the college and directs or performs analysis and preparation of reports based on these surveys.
- Coordinates institutional research information reporting to other institutions and agencies (e.g., IPEDS, ARCC).
- Audits and releases information about college student enrollment, faculty, student and staff characteristics. Monitors student enrollment trends and produces reports for internal use.
- Works with faculty and administrators to compile and create reports to support ongoing data needs on a regular or as-needed basis.
- Provides support to the college strategic planning process as well as other college planning processes.
- Participates in college committees, task forces and special assignments as assigned. Provides research outcomes that can be integrated into planning and decision-making processes.
- Monitors data integrity.
- Coordinates the development and maintains an expanded Data Warehouse for research, planning, and development.
- Supervises, motivates, trains, and evaluates assigned personnel to provide high quality of service.
- Ensures accuracy of print and online publications related to the area of responsibility.
- Anticipates, prevents, and resolves conflicts and problems under areas of supervision.
- Participates in community, state, and national organizations and meetings as assigned.
- Participates in the screening of and recommends selection of assigned personnel.
- Maintains currency of knowledge and skills related to the duties and responsibilities.
- Performs other related duties as assigned.

Qualifications

▪ Knowledge and Skills

The position requires advanced specialized knowledge of current principles and procedures of social science or higher education research planning, design, methodology, and analysis; principles, theories, techniques and methods of inferential and descriptive statistics; computerized information systems used in research such as statistical analysis, word processing, database management, spreadsheets, graphics, and telecommunications. Requires a comprehensive knowledge of student outcomes assessment and measures of institutional effectiveness. Requires knowledge of legislative and educational oversight body processes, requirements, and trends. Requires knowledge of effective management

practices and continuous quality improvement. Requires in-depth knowledge of, and skill at using a full range of office productivity computer software as well as computer-aided statistical applications and educational modeling. Requires knowledge of relational database concepts, including logical and physical data layout, programming and report writing tools. Requires knowledge and understanding of the philosophy and objectives of the community college. Requires well-developed oral and written language skills to prepare reports and professional correspondence. Requires sufficient human relations skills to conduct performance reviews, deliver presentations, and convey technical information to a wide variety of audiences.

▪ **Abilities**

Requires the ability to establish, manage and evaluate departmental goals, objectives and annual performance plans. Requires the ability to design research studies for use in education and social environments. Requires the ability to learn, interpret, and apply State Education Code, Government Code, Title 5, and other federal and state regulations as related to the responsibilities of the position. Requires the ability to apply, interpret, and draw conclusions using advanced statistical concepts. Requires the ability to prepare complex, compelling proposals and reports, multi-media presentations, and empirical findings, forecasts, and recommendations to large audiences with diverse backgrounds. Requires ability to exercise critical judgment and creativity, establish priorities for, plan, and organize a variety of work assignments and the ability to provide leadership and supervision to staff in a Research and Planning Department. Requires the ability to be a fair-minded, ethical and honest leader with excellent interpersonal and communication (oral and written) skills, and the courage and integrity to lead and accept responsibilities. Requires understanding of, sensitivity to and commitment to meeting the needs of the individuals from diverse academic, socioeconomic, cultural, disability and ethnic backgrounds. Requires the ability to work cooperatively and productively with internal and external constituencies. Requires the ability to advocate for shared governance, collegiality, staff cohesiveness and the other core values of the institution.

▪ **Physical Abilities**

The position requires the ability to function indoors in an office environment engaged in work of a primarily sedentary nature and move to work locations on and off-campus. Requires the ability to sit at a desk for extended periods of time to accomplish work and to retrieve work materials. Requires manual and finger dexterity to use a personal computer keyboard and pointing device and other common office equipment. Requires visual acuity to read and recognize printed materials, and view computer screens. Requires speech and hearing ability to project voice to a large audience, carry on telephone conversations, hear and grasp verbal communications and equipment prompts. Requires the ability to work during off-hours.

▪ **Education and Experience**

The position requires a Master's degree in a social science, mathematics, statistics, business, economics, research, or other related field, or the equivalent and two years of progressively responsible experience in the field of research.

▪ **Working Conditions**

Work is performed indoors where minimal safety considerations exist.

Date Approved:

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: July 17, 2019

Agenda Item No. 50

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Dilcie Perez
Vice President of Student Services

PREPARED BY:

Dr. Hillary Mennella
Associate Dean of Student Health &
Wellness

SUBJECT: Consideration of Adoption of Resolution #071619B to Confirm Facilitation of Facilitation of the Cal OES 2019 Campus Sexual Assault Grant

ACTION

It is recommended that the Board of Trustees Adopt Resolution #071619B to Confirm Facilitation of Facilitation of the Cal OES 2019 Campus Sexual Assault Grant which runs from January 1, 2019 - December 31, 2019.

FISCAL IMPACT

Cerritos College has received a one-time grant award to be utilized January 1, 2019 through December 31, 2019, for an amount not to exceed \$200,000. The funds are used to implement the grant work plan to support a comprehensive Campus Sexual Assault Program. No district funds will be spent. The grant requires maintaining a Sexual Assault Counselor from a local Cal OES Rape Crisis Center Program on the campus, promoting the availability of the services, a joint police/sexual assault Counselor response to reported incidents of sexual assault, and training for police/safety officers, campus investigatory personnel, staff, and faculty. Cerritos College must contract with a local Cal OES-funded Rape Crisis (RC) Program to fund at least one full-time equivalent (FTE) Sexual Assault Counselor. A contract was sent and signed by the YWCA of Greater Los Angeles for \$69,231.00. There are two Cal OES Progress Reports required for the CT Program as follows:

- 1) First Report January 1, 2019 - June 30, 2019 Due Date of July 15, 2019.
- 2) Final Report July 1, 2019 - December 31, 2019 Due date of February 15, 2020.

REPORT SUMMARY

The grant provides resources to create and maintain an array of sexual assault prevention and crisis response/support services. The purpose of the resolution is to confirm grant signature authority. The resolution is needed to satisfy a corrective action at direction of the Cal OES grant advisors and needed to remain in compliance with the grant requirements. grant is to create and maintain a comprehensive, coordinated community response that is victim/survivor centered, enhances victim/survivor safety (regardless of whether or not they report the crime to law enforcement or other investigatory bodies and regardless of whether or not they choose to participate in an investigation), provides confidential services to sexual assault victims/survivors, holds offenders accountable, and includes outreach and prevention activities.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

- CALOES award letter
- RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT TO CONFIRM FACILITATION OF THE CAL OES GRANT 2019 CAMPUS SEXUAL ASSAULT GRANT

CERRITOS COMMUNITY COLLEGE DISTRICT

Resolution No 19-0716B

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT TO
CONFIRM FACILITATION OF THE CAL OES GRANT 2019 CAMPUS SEXUAL ASSAULT GRANT**

WHEREAS, the District desires to undertake a certain project designated the Cal OES 2019 Campus Sexual Assault Grant Program to be funded in part from funds made available through the Governor's Office of Emergency Services referred to as Cal OES.

WHEREAS, the Board of Trustees on October 3, 2018 approved contract No. 18C0056 with YWCA of Greater Los Angeles Subgrantee agreement with YWCA to provide assistance for victims/survivors of sexual assault and sexual violence at Cerritos College as part of the Campus Sexual Assault (CT) Program Grant. 01/01/19 to 12/31/19 for the cost of \$69,231.00.

WHEREAS, the Board of Trustees on December 12, 2018 Accepted the Grant from the California Governor's Office of Emergency Services (Cal OES) which includes a joint police/sexual assault Counselor (Clery Assistant Short-Term Hourly Campus Police Position hired March 11, 2019) for the response to reported incidents of sexual assault, and training for police/safety officers, to contract with a local Cal OES funded Rape Crisis (RC) Program to fund at least one full-time equivalent (FTE) Sexual Assault Counselor.

NOW, THEREFORE, BE IT RESOLVED that the Vice President of Business Services of the District is authorized, on its behalf, to execute the Cal OES 2019 Grant Campus Sexual Assault Program the attached Grant Subaward including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the applicant agrees to provide all matching funds required for said project (including any extension or amendment thereof) and the rules and regulations of Cal OES.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the Board of Trustees of the Cerritos Community College District hereby certify that the foregoing is a true copy of the Resolution APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 17th day of July 2019, by the following vote:

Ayes:

Noes:

Abstentions:

President of the Board of Trustees of the
Cerritos Community College District

Attested to:

Clerk of the Board of Trustees of the
Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 51

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

ACTION

This item is presented for informational purposes only.

FISCAL IMPACT

Funding sources vary and are dependent upon the type of solicitation.

REPORT SUMMARY

This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation, as appropriate. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, as appropriate, and may include outside public sector expertise or consultants.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

**Cerritos Community College District
Board Meeting: July 17, 2019
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
18C0201	Student Center Public Art – Front Wall	May 1, 2019	The District issued a request for proposals (RFP) solicitation to provide the design, creation, and for the Front Wall to the artist/companies that were short-listed in response to RFQ 18C0138 Student Center Public Art Project. The proposals were due June 11, 2019.	Office of the President/ Superintendent and College Committee on Art in Public Spaces (CAPS)
18C0262	Student Center Public Art – Back Wall	May 1, 2019	The District issued a request for proposals (RFP) solicitation to provide the design, creation, and for the Back Wall to the artist/companies that were short-listed in response to RFQ 18C0138 Student Center Public Art Project. The proposals were due June 11, 2019.	Office of the President/ Superintendent and College Committee on Art in Public Spaces (CAPS)
TBD	Food Vending Services	TBD	Provide food vending services at various locations on campus.	Student Services

*Future dates are subject to change. See <http://cms.cerritos.edu/purchasing/bids-and-proposals.htm> for up-to-date information about RFP and RFQ releases.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 52

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

SUBJECT: Information Item: 2019-2020 Budget Planning Timeline

ACTION

This item is presented for informational purposes only.

FISCAL IMPACT

None

REPORT SUMMARY

In accordance with BP 6200 Budget Preparation, the Board of Trustees is presented with a schedule each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. The planning timeline was presented to the College Committee on Planning and Budget on February 7, 2019 and February 21, 2019.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

2019-2020 Budget Planning Timeline

CERRITOS COMMUNITY COLLEGE DISTRICT
BUDGET DEVELOPMENT TIMELINE
 Planning Year 2019-2020

Planning and Budget (PBC) Activity
Board Activity

Business Office Activity
EC Activity

	ACTIVITY	DATE(S)
1	EC: Develop FTES Recommendation for 2019-20. Determine preliminary revenue estimates and assess key budget issues. Identify Budget Assumptions . Evaluation of current fiscal year program plan goals and objectives.	► Jan/Feb 2019
2	Business Office: Full-time Faculty Obligation Number (FON) is updated based on P1 data	► Jan. 15, 2019
3	PBC Meeting: Review the Preliminary Budget Assumptions	► March 2019
4	EC: VPs Present Area Plans	► April 4, 2019
5	Business Office: Work with Departments to provide department budgets – due date	► April 2019
6	PBC Meeting: Review/Present College Annual Plan	► April 18, 2019
7	Business Office: Full-time Faculty Obligation Number (FON) is updated based on P2 data (FON Compliance is determined)	► April 20, 2019
8	PBC Meeting: Review/Recommend College Annual Plan	► May 2, 2019
9	EC: Review/Recommend College Annual Plan	► May 8, 2019
10	Business Office: Receive the College Annual Plan	► May 10, 2019
11	Business Office: Prepare Preliminary Budget for EC review	► May 22, 2019
12	Business Office: President/Superintendent/EC review and approval of Tentative Budget	► May 29, 2019
13	Board: Approves Tentative Budget (Study Session)	► June 19, 2019
14	Business Office: Full-time Faculty Obligation Number (FON) is updated based on Annual data	► July 15, 2019
15	EC: Review budget resource allocations/ augmentations/ enhancements.	► July 24, 2019
16	Business Office: President/Superintendent/EC review Adopted Budget	► Aug 14, 2019
17	Business Office: Books/General Ledger Closed	► Aug 16, 2019
18	Budget available for Public Review	► Aug 24, 2019
19	Business Office: Campus Budget Forum - 11AM-12:30PM; 5:30PM-7PM	► Aug 27, 2019
20	PBC Meeting: Review and recommend Adopted Budget	► Aug 29, 2019
21	Business Office: Faculty Senate (Present Budget)	► Sept 3, 2019
22	Board: Adopts Budget (Public Hearing)	► Sept 4, 2019
23	PBC Meeting: Approve Planning Calendar for Planning Year 2020-2021	► Sept 19, 2019

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 53

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Adoption of Local Goals for the Chancellor's Office Vision for Success

ACTION

It is recommended that the Board of Trustees adopt Cerritos College's Local Goals for the Chancellor's Office Vision for Success.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

In July 2017, the California Community Colleges (CCC) Chancellor's Office released Vision for Success: Strengthening the California Community Colleges to Meet California's Needs. Citing the economic and educational needs of California, this document established a vision for improvement, including clear goals and a set of commitments needed to reach those goals.

The Vision for Success deliberately included a handful of concrete student outcome goals in order to establish a clear message about what matters most and a clear and simple focus for the system as a whole. The ultimate aim of the CCCs is to help students complete their educational goals—whether a degree, certificate, transfer, or good job. The Vision for Success Goals reflect this ultimate mission, as well as the need to serve the State of California efficiently and equitably.

The new law provides a unique opportunity to review data, establish or reaffirm college priorities, and set ambitious goals for the future. Consistent with the Vision for Success Goals, local goals are recommended to be aggressive and aspirational to help meet the State's goals.

On May 10, 2019, a campus forum was held to review a draft of the college's local goals and supporting data. All shared governance groups were reconvened on June 24, 2019 to review and discuss the updated goals. The goals are now ready for review and approval by the board.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Cerritos College Local Goals for Vision for Success



CERRITOS COLLEGE LOCAL GOAL SETTING: ALIGNING VISION OF SUCCESS METRICS



AB 1809 Vision for Success Goals

July 17, 2019

AB 1809 Requirements

Local Goal Alignment in Legislation

In July 2018, the Student-Centered Funding Formula established a new funding framework as well as a requirement for local goal alignment [AB 1809, Chapter 33, Statutes of 2018]

Districts must establish goals that meet the following criteria:

1. **Are aligned with the system-wide Vision for Success goals**
2. **Are numerically measurable**
3. **Specify the time for achieving the goals**

AB 1809 Requirements

Local Action with Goal Alignment

1. Adopt the goals at a public board meeting
2. Include an agenda item meeting that explains how the goals align and connect with system-wide goals
3. Provide the written agenda item and summary of action to the Chancellor's Office
4. Align its "comprehensive plan" to its local goals
5. Align its budget with the "comprehensive plan"

Timeline in the legislation specifies a January 2019 deadline, which will be addressed with item #2



ALIGNING METRICS TO GOALS

Metrics Overview– Alignment to Planning Documents and President Goals

- Updated to reflect all metrics the college is tracking:
 - ACCJC Institution Set Standards
 - IEPI Required Goals (currently suspended)
 - Student Equity Plan
 - Vision for Success (aka Local Goals)

Goal 1: Completion



Goal 1A: Increase All Students Who Earned an Associate Degree (including ADTs)

Cerritos College will increase among all students, the number who earned an associate degree or associate degree for transfer in the selected or subsequent year from:

# in 2016-17	Expected # in 2021-22	% Increase
1,567	1,723	10%

Goal 1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Cerritos College will increase among all students, the number who earned a Chancellor's Office approved certificate in the selected or subsequent year from:

# in 2016-17	Expected # in 2021-22	% Increase
1,355	1,490	10%

Goal 1C: Increase All Students Who Attained the Vision Goal Completion Definition

Cerritos College will increase among all students, the unduplicated count of students who earned one or more of the following: Chancellor's Office approved certificate, associate degree, and/or CCC baccalaureate degree, and had an enrollment in the selected or previous year from:

# in 2016-17	Expected # in 2021-22	% Increase
2,167	2,383	10%



Goal 2: Transfer

Goal 2A: Increase All Students Who Earned an Associate Degree for Transfer

Cerritos College will increase among all students, the number who earned an associate degree for transfer in the selected or subsequent year from:

# in 2016-17	Expected # in 2021-22	% Increase
628	690	10%

Goal 2B: Increase All Students Who Transferred to a CSU or UC Institution

Cerritos College will increase among all students, the number who transferred to a four-year institution from:

# in 2016-17 (students last enrolled in 2015-16)	Expected # in 2021-22	% Increase
1,099	1,149	5%

FROM THE NOVA PLATFORM REPORTING TOOL



Goal 3: Unit Accumulation

Goal 3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners

Cerritos College will decrease among all students who earned an associate degree in the selected year and who were enrolled in the previous or selected year, the average number of units earned in the California community college system among students who had completed at least 60 units at any community college from:

# in 2016-17	Expected # in 2021-22	% Decrease
95	76	20%

FROM THE NOVA PLATFORM REPORTING TOOL

Goal 4: Workforce



Goal 4A: Increase Median Annual Earnings of All Students

Cerritos College will increase among all students who did not transfer to a four-year institution, sum of median earnings for the four quarters immediately following academic year of exit from:

\$ per year in 2016-17 (students last enrolled in 2015-16)	Expected \$ per year in 2021-22	% Increase
\$26,600	\$28,994	9%

Goal 4B: Increase All Students Who Attained the Living Wage

Cerritos College will increase among all students who exited college and did not transfer to four-year institution, the proportion who attained the regional living wage for a single adult measured immediately following academic year of exit from:

% in 2016-17 (students last enrolled in 2015-16)	Expected % in 2021-22	% Increase
41%	45%	10%

Goal 4C: Increase All Students with a Job Closely Related to Their Field of Study

Cerritos College will increase among all students who responded to the CTE Outcomes Survey and did not transfer, the proportion who reported that they are working in a job very closely or closely related to their field of study from:

% in 2016-17 (students last enrolled in 2014-15)	Expected % in 2021-22	% Increase
69%	75%	9%

DISPROPORTIONATE IMPACT (DI) METHODOLOGY

Given a student metric (i.e. certificates awarded each year)

- Performance of all students included in metric = reference rate
 - Performance disaggregated by demographics = subgroup rate
- subgroup rate – reference rate = difference**
- no difference/positive difference = subgroup performing at the reference rate (parity) or better
 - negative difference = subgroup performing below the reference rate
 - **Percentage Point Gap (PPG)** and **Proportionality Index (PI)** are methods to help us determine if a negative difference is evidence of disproportionate impact on a given demographic subgroup

Goal 5.1A: Increase All Students Who Earned an Associate Degree (including ADTs)

Cerritos College will increase the All Students Who Earned an Associate Degree (including ADTs) from 1,567 in 2016-17 to 1,723 in 2021-22



GROUP	PERFORMANCE	TARGET	PERCENT INCREASE
FOSTER YOUTH	34	38	12%
LGBT	15	17	13%
BLACK/AFRICAN AMERICAN	84	92	10%
LATINO	980	1000	2%
NATIVE AMERICAN	0	1	**
WHITE	129	142	10%
MALE*	619	718	16%
PACIFIC ISLANDER*	6	7	17%
Target set at minimum 10% increase, rounded up to the nearest whole number * Not at state threshold for disproportionate impact; a locally defined equity target ** Percent increase cannot be calculated when starting from zero			

Goal 5.1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Cerritos College will increase the All Students Who Earned a Chancellor's Office Approved Certificate from 1,355 in 2016-17 to 1,490 in 2021-22



GROUP	PERFORMANCE	TARGET	PERCENT INCREASE
FOSTER YOUTH	31	34	10%
LGBT	17	19	12%
ASIAN	61	67	10%
FILIPINO	36	40	10%
NATIVE AMERICAN	6	7	17%
PACIFIC ISLANDER	5	6	20%
MALE*	556	620	12%
BLACK/AFRICAN AMERICAN*	81	98	21%
Target set at minimum 10% increase, rounded up to the nearest whole number * Not at state threshold for disproportionate impact; a locally defined equity target			



Goal 5.1C: Increase All Students Who Attained the Vision Goal Completion Definition

Cerritos College will increase the All Students Who Attained the Vision Goal Completion Definition from 2,167 in 2016-17 to 2,383 in 2021-22

GROUP	PERFORMANCE	TARGET	PERCENT INCREASE
FOSTER YOUTH	47	52	11%
LGBT	25	28	12%
BLACK/AFRICAN AMERICAN	131	144	10%
NATIVE AMERICAN	6	7	17%
PACIFIC ISLANDER	8	9	13%
MALE*	864	993	15%
LATINO*	1412	1459	3%
Target set at minimum 10% increase, rounded up to the nearest whole number * Not at state threshold for disproportionate impact; a locally defined equity target			



Goal 5.2A: Increase All Students Who Earned an Associate Degree for Transfer

Cerritos College will increase the All Students Who Earned an Associate Degree for Transfer from 628 in 2016-17 to 690 in 2021-22

GROUP	PERFORMANCE	TARGET	PERCENT INCREASE
DISABLED	22	25	14%
FOSTER YOUTH	13	15	15%
LGBT	6	7	17%
BLACK/AFRICAN AMERICAN	33	37	12%
NATIVE AMERICAN	0	1	**
PACIFIC ISLANDER	1	2	100%
WHITE	43	48	12%
MALE*	273	289	6%
Target set at minimum 10% increase, rounded up to the nearest whole number * Not at state threshold for disproportionate impact; a locally defined equity target ** Percent increase cannot be calculated when starting from zero			

Goal 5.2B: Increase All Students Who Transferred to a CSU or UC Institution

Cerritos College will increase the All Students Who Transferred to a CSU or UC Institution from 1,099 in 2016-17 (students last enrolled in 2015-16) to 1,149 in 2021-22



GROUP	PERFORMANCE	TARGET	PERCENT INCREASE
DISABLED	53	59	11%
FOSTER YOUTH	13	15	15%
LGBT	6	7	17%
VETERAN	24	27	13%
BLACK/AFRICAN AMERICAN	32	36	13%
NATIVE AMERICAN	2	3	50%
PACIFIC ISLANDER	0	1	**
WHITE*	48	56	17%
FIRST GENERATION*	531	633	19%
LATINO*	463	493	6%
Target set at minimum 10% increase, rounded up to the nearest whole number * Not at state threshold for disproportionate impact; a locally defined equity target ** Percent increase cannot be calculated when starting from zero			



Goal 5.3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners

Cerritos College will decrease the Average Number of Units Accumulated by All Associate Degree Earners from 95.24 in 2016-17 to 76 in 2021-22.

GROUP	PERFORMANCE	TARGET OUTCOME
DISABLED	104.4	84.4
ECONOMICALLY DISADVANTAGED	96.0	80
Targets are set at 20% decrease, rounded up to the nearest whole number		



Goal 5.4A: Increase Median Annual Earnings of All Students

Cerritos College will increase the Median Annual Earnings of All Students from \$26,600 in 2016-17 (students last enrolled in 2015-16) to \$28,994 in 2021-22

GROUP	PERFORMANCE	TARGET OUTCOME
DISABLED	\$18,828	\$19,016
FOSTER YOUTH	\$17,556	\$17,731
LGBT	\$23,388	\$23,621
1% Increase		

Goal 5.4B: Increase All Students Who Attained the Living Wage

Cerritos College will increase the All Students Who Attained the Living Wage from 41% in 2016-17 (students last enrolled in 2015-16) to 45% in 2021-22



GROUP	PERFORMANCE	TARGET OUTCOME
DISABLED	38	40
LGBT	4	5*
4% Increase *Denotes target higher than 4%		

Goal 5.4C: Increase All Students with a Job Closely Related to Their Field of Study

Cerritos College will increase the All Students with a Job Closely Related to Their Field of Study from 69% in 2016-17 (students last enrolled in 2014-15) to 75% in 2021-22



	Job in field, last enrolled in 2014-2015	Job in field, last enrolled 2015-2016	PI 2014-2015	PI 2015-2016
Overall	69%	77%	100%	100%
Disabled	75%	70%	109%	92%
Economically Disadvantaged	67%	75%	97%	98%
First Generation	70%	79%	101%	102%
Foster Youth	78%	80%	113%	104%
Female	72%	78%	105%	102%
Male	66%	76%	96%	99%
LGBT		67%		87%
Veteran	50%	77%	72%	100%

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 54

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Dilcie D. Perez
Vice President, Student Services
Assistant Superintendent

SUBJECT: Consideration of Approval of Student Equity Plan

ACTION

It is recommended that the Board of Trustees approve the Cerritos College Student Equity Plan.

FISCAL IMPACT

The College has been granted state categorical Student Equity (SE) funding for the fiscal years 2019-2022, which will be used in implementing the plan. Additional support may be provided by the general fund, other categorical funds, and grants/donations.

REPORT SUMMARY

The 2019-2022 Student Equity Plan is guided by the Cerritos College commitment to prioritize and remove barriers for our disproportionately impacted (DI) students, particularly those racial and ethnic populations with the most disparities and challenges. Although the college is committed to providing equal access to all students, the goals, activities, and expected outcomes in this plan are based on institutional performance outcome data analyses across five specific indicators. The five performance outcome indicators are: Access; Retention; Completion of math and English, Transfer to a 4-year institution; and attaining the Vision for Success goal. In each of these performance outcome indicators, six student demographic group data are measured: gender, race/ethnicity, disability status, veteran status, foster youth status, and socio-economic status. Identifying disproportionately impacted demographic groups includes measuring the proportionality index compared with those in the overall population.

The Title V regulations specify that colleges must review and address the following populations when checking for disproportionate negative impact: American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks, Hispanics, Whites, men, women, and persons with disabilities (§54220(d)). Performance outcome goals, activities to address needs, and expected outcomes, by indicator and grouping, constitute the action planning sections of the Student Equity Plan. Cerritos College has chosen six guiding activity themes which drive the Student Equity budget into the following categories: targeted outreach, enrollment, and onboarding; retention and persistence support; increasing transfer rates; inquiry, data, and technology; professional development; and personnel. Specific activities supporting these institutional priorities are identified in the plan.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

[Executive Summary \(online\)](#)

Cerritos College
2019-2022 Student Equity Plan
Executive Summary

PLANNING PROCESS

The 2019-2022 Student Equity Plan is guided by the Cerritos College commitment to prioritize and remove barriers for our disproportionately impacted (DI) students, particularly those racial and ethnic populations with the most disparities and challenges. Toward that end, the Student Equity Committee, which is a shared governance committee, led an extensive review process with all constituent groups to be reflective and intentional about our plan of action for the next 3 years.

In fall 2019, the Student Equity Committee formed subcommittees to review past activities, analyze data, align goals across the campus, review resource allocations, and evaluate the effectiveness of the current campus approach. In March 2019, an Inaugural Student Equity Retreat with over 50 participants was held to review data and identify areas that need to be strengthened in order to effectively address student equity. Through this process, themes and activities were identified to serve as a guide for the development of our current student equity goals. In addition, the shared governance committees that were engaged in basic skills, student equity, and student success and support programs (SSSP) converged multiple times throughout the year to discuss equity activities and how to best align them with the needs of our students.

Thereafter, the Student Equity subcommittee formed a writing team that met weekly to draft an initial Student Equity Plan. On May 10, 2019, a campus forum was held to review the draft of the student equity vision, goals, and activities. Following this event, the Vice President of Student Services deployed a survey for the entire campus community to collect further feedback on the goals and solicit ideas for purposeful activities to address the achievement gaps. This survey was open from May 21 – June 15, 2019 and generated thirty-seven (37) proposals. On June 19, 2019, all proposals were reviewed by the Student Equity Committee and fourteen (14) were recommended to support with Equity Funds. Additional activities will be funded once specific interventions are identified in the fall. All shared governance groups were reconvened on June 24, 2019 to review and discuss the proposed activities and goals.

This thorough and multi-layered process allowed many stakeholders to participate in discussing the barriers that our disproportionately impacted students face as they strive to achieve their educational goals. This process has transformed campus conversations about equity. Now, collectively, the campus is dedicated to creating a culture that is intentionally focused on developing equity-minded practices to support our disproportionately impacted populations and historically disadvantaged groups. With our more intentional approach, each goal is customized so that significant gains will be made.

GOALS

Overall Population Goals

Metric	Definition	Baseline	Goal	Percent
Access: Successful enrollment at the same college	Among all applicants in the previous or selected year, the proportion who enrolled in the same community college in the selected year.	26,786	29,786	11%
Retention: Fall to Spring	Among all students, the proportion retained fall to spring semester at the same college in the selected year, excluding students who completed an award or transferred to a postsecondary institution.	17,292	19,161	11%
Completion of Transfer-level Math and English	Among all students, the proportion who completed both transfer-level math and English in their first academic year of credit enrollment within the district.	190	1,500	700%
Transfer to a 4-year institution	Among all students, the number of students who transferred to various types of four-year institutions.	1,423	1,835	29%
Attained the Vision Goal Completion Definition	Among all students, the number of students who earned a credit certificate, AA, or AS approved by the Chancellor's Office in the selected year and was enrolled in the selected or previous year.	2,277	2,732	20%

ACCESS

Metric	Definition	Gender	Disaggregation	Baseline	Goal	Percent
Access: Successful enrollment at the same college	Among all applicants in the previous or selected year, the proportion who enrolled in the same community college in the selected year.	Female	Foster Youth	344	354	3%
		Female	LGBT	599	672	12%
		Female	Veteran	51	66	29%
		Female	Asian	981	1236	26%
		Female	Black	1323	1625	23%
		Female	Filipino	495	592	20%
		Female	Native American	58	60	3%
		Female	Pacific Islander	69	74	7%
		Female	Unknown	76	92	21%
		Female	White	1159	1248	8%
		Male	Foster Youth	205	217	6%
		Male	LGBT	403	427	6%
		Male	Asian	914	995	9%
		Male	Black	1002	1040	4%
		Male	Filipino	428	475	11%
		Male	Native American	46	48	4%

RETENTION

Metric	Definition	Gender	Disaggregation	Baseline	Goal	Percent
Retention: Fall to Spring	Among all students, the proportion retained fall to spring semester at the same college in the selected year, excluding students who completed an award or transferred to a postsecondary institution.	Female	LGBT	241	252	5%
		Female	Veteran	88	99	13%
		Female	Asian	402	502	25%
		Female	Black	519	526	1%
		Female	Filipino	213	232	9%
		Female	Pacific Islander	31	32	3%
		Female	Unknown	92	137	49%
		Female	White	587	714	22%
		Male	Foster Youth	115	133	16%
		Male	Asian	393	405	3%
		Male	Black	402	443	10%
		Male	Mixed race	131	140	7%
		Male	Pacific Islander	30	33	10%
		Male	Unknown	120	142	18%
		Male	White	780	811	4%

COMPLETION

Metric	Definition	Gender	Disaggregation	Baseline	Goal	Percent
Completion of Transfer-level Math and English	Among all students, the proportion who completed both transfer-level math and English in their first academic year of credit enrollment within the district.	Female	Disabled	1	4	300%
		Female	First Generation	40	60	50%
		Female	Foster Youth	2	3	50%
		Female	LGBT	2	4	100%
		Female	Black	1	6	500%
		Female	Latino	49	71	45%
		Male	Disabled	2	4	100%
		Male	First Generation	38	59	55%
		Male	LGBT	1	2	100%
		Male	Black	2	6	200%
		Male	Latino	52	74	42%

*Results with baselines equal to zero were removed since percent increases can't be calculated from zero. Categories removed for this reason include veteran, Native American, Pacific Islander, and Unknown females; and foster youth, veteran, Native American, Pacific Islander, and Unknown males.

TRANSFER

Metric	Definition	Gender	Disaggregation	Baseline	Goal	Percent
Transfer to a four-year institution	Among all students, the number of students who transferred to various types of four-year institutions.	Female	Disabled	41	50	22%
		Female	First Generation	462	480	4%
		Female	LGBT	18	21	17%
		Female	Black	21	24	14%
		Female	Latino	245	251	2%
		Male	Disabled	28	48	71%
		Male	Economically Disadvantaged	481	523	9%
		Male	First Generation	278	360	29%
		Male	LGBT	9	13	44%
		Male	Latino	158	191	21%

*Results with baselines equal to zero were removed since percent increases can't be calculated from zero. Categories removed for this reason include Native American and Pacific Islander females; and Pacific Islander males.

VISION GOAL COMPLETION

Metric	Definition	Gender	Disaggregation	Baseline	Goal	Percent
Attained the Vision Goal Completion Definition	Among all students, the number of students who earned a credit certificate or AA or AS in the selected year approved by the Chancellor's Office and was enrolled in the selected or previous year.	Female	Foster Youth	30	32	7%
		Female	LGBT	33	36	9%
		Female	Asian	65	83	28%
		Female	Native American	2	5	150%
		Male	First Generation	499	567	14%
		Male	Foster Youth	8	20	150%
		Male	LGBT	10	24	140%
		Male	Asian	47	70	49%
		Male	Black	52	74	42%
		Male	Latino	622	759	22%
		Male	Native American	2	5	150%
		Male	Unknown	18	21	17%

ACTIVITIES

Targeted Outreach, Enrollment, and Onboarding

The district will develop and implement targeted outreach and recruitment activities for disproportionately impacted groups. We will identify strategies to address the challenges and barriers disproportionately impacted populations experience as they transition to Cerritos College. We will scale our outreach efforts by creating a centralized Welcome Center to coordinate our outreach efforts. The district will work with our K-12 partners to tailor outreach and enrollment efforts for DI groups. The district will also increase the number of in-person Orientations, review and streamline processes that create barriers to enrollment, coordinate welcome activities, and incorporate families and community-based organizations in new student transition activities. The district will also create a new student transition communication plan focused on creating intentional messaging to meet the myriad of needs for our DI populations. We will assess and increase staffing levels to ensure these activities occur.

Related Metrics:

- Overall: Enrolled in the same community college
- Female Foster Youth: Enrolled in the same community college
- Female LGBT: Enrolled in the same community college
- Female Veteran: Enrolled in the same community college
- Female Asian: Enrolled in the same community college
- Female Black: Enrolled in the same community college
- Female Filipino: Enrolled in the same community college
- Female Native American: Enrolled in the same community college
- Female Pacific Islander: Enrolled in the same community college
- Female Unknown: Enrolled in the same community college
- Female White: Enrolled in the same community college
- Male Foster Youth: Enrolled in the same community college
- Male LGBT: Enrolled in the same community college
- Male Asian: Enrolled in the same community college
- Male Black: Enrolled in the same community college
- Male Filipino: Enrolled in the same community college
- Male Native American: Enrolled in the same community college

Retention & Persistence Support

The district will provide at-risk populations with programming & support grounded in student development theory intended to create a strong sense of community, academic and personal development opportunities, and dedicated counseling support. Our activities will include but not be limited to the Project HOPE Revitalization project, LINC Foster Youth Ambassadors, support for programs such as LGBTQIA+, APIDA, UnDocu, Puente, and Umoja. We will create & implement an Early Alert Program. Effective tutoring practices, to include embedded tutors, will be focused on DI specific groups to increase Math & English completion rates. We will also explore and develop mentoring programs (peer, faculty, etc.) to support student success. The district will also centralize basic needs support for students who are economically disadvantaged and experiencing homelessness and/or food insecurity.

Related Metrics:

- Overall: Completed both transfer-level math and English within the district in the first year
- Female Disabled: Completed both transfer-level math and English within the district in the first year
- Female First Generation: Completed both transfer-level math and English within the district in the first year
- Female Foster Youth: Completed both transfer-level math and English within the district in the first year
- Female LGBT: Completed both transfer-level math and English within the district in the first year

Related Metrics (Retention & Persistence Support cont.):

- Female Veteran: Completed both transfer-level math and English within the district in the first year
- Female Black: Completed both transfer-level math and English within the district in the first year
- Female Latino: Completed both transfer-level math and English within the district in the first year
- Female Native American: Completed both transfer-level math and English within the district in the first year
- Female Pacific Islander: Completed both transfer-level math and English within the district in the first year
- Female Unknown: Completed both transfer-level math and English within the district in the first year
- Male Disabled: Completed both transfer-level math and English within the district in the first year
- Male First Generation: Completed both transfer-level math and English within the district in the first year
- Male Foster Youth: Completed both transfer-level math and English within the district in the first year
- Male LGBT: Completed both transfer-level math and English within the district in the first year
- Male Veteran: Completed both transfer-level math and English within the district in the first year
- Male Black: Completed both transfer-level math and English within the district in the first year
- Male Latino: Completed both transfer-level math and English within the district in the first year
- Male Native American: Completed both transfer-level math and English within the district in the first year
- Male Pacific Islander: Completed both transfer-level math and English within the district in the first year
- Male Unknown: Completed both transfer-level math and English within the district in the first year
- Overall: Retained from fall to spring at the same college
- Female LGBT: Retained from fall to spring at the same college
- Female Veteran: Retained from fall to spring at the same college
- Female Asian: Retained from fall to spring at the same college
- Female Black: Retained from fall to spring at the same college
- Female Filipino: Retained from fall to spring at the same college
- Female Pacific Islander: Retained from fall to spring at the same college
- Female Unknown: Retained from fall to spring at the same college
- Female White: Retained from fall to spring at the same college
- Male Foster Youth: Retained from fall to spring at the same college
- Male Asian: Retained from fall to spring at the same college
- Male Black: Retained from fall to spring at the same college
- Male Mixed race: Retained from fall to spring at the same college
- Male Pacific Islander: Retained from fall to spring at the same college
- Male Unknown: Retained from fall to spring at the same college
- Male White: Retained from fall to spring at the same college

Increasing Transfer Rates

The district will establish a Transfer Academy focused on creating a community of students planning to transfer. This will include completing comprehensive educational plans within a student's first semester, coordinating campus visits, conducting workshops, and providing support to students as they progress towards their stated goals. The Transfer Center will also host a myriad of programs such as a College Signing Day, First Generation Day, Transfer Fair and Transfer Conference. The district will also create marketing & outreach brochures to target DI groups.

Related Metrics:

- Overall: Transferred to a four-year institution
- Female Disabled: Transferred to a four-year institution
- Female First Generation: Transferred to a four-year institution
- Female LGBT: Transferred to a four-year institution

Related Metrics (Increasing Transfer Rates cont.):

- Female Black: Transferred to a four-year institution
- Female Latino: Transferred to a four-year institution
- Female Native American: Transferred to a four-year institution
- Female Pacific Islander: Transferred to a four-year institution
- Male Disabled: Transferred to a four-year institution
- Male Economically Disadvantaged: Transferred to a four-year institution
- Male First Generation: Transferred to a four-year institution
- Male LGBT: Transferred to a four-year institution
- Male Latino: Transferred to a four-year institution
- Male Pacific Islander: Transferred to a four-year institution

Inquiry, Data & Technology

The district will focus on research and data to inform, guide, and support the efforts related to student equity. These activities include identifying key momentum points for students and developing and publishing disaggregated completion data. Research and data will assist in the district's ongoing learning and understanding of the retention patterns both overall and in the disproportionately impacted populations. In order to support the campus inquiry needs, levels of access to relevant campus software will be looked in to in order to expand access to those who are able to generate reports and gather student data. The district will develop a culture of inquiry by improving campus access to data. The district will utilize technology to make processes more effective and student friendly, improve communication with students, and centralize resources. The CSSE will be administered on a regular basis.

Related Metrics:

- Overall: Enrolled in the Same Community College
- Overall: Attained the Vision Goal Completion
- Overall: Completed Both Transfer-Level Math and English Within the District in the First Year
- Overall: Transferred to a Four-Year Institution
- Overall: Retained from Fall to Spring at the Same College

Professional Development

The district is dedicated to increasing the number of faculty, staff, and managers who participate in at least 5 hours of equity-focused professional development. In order to support this goal, activities will include but not be limited to: designing and implementing EDI Speaker Series, culturally responsive training, launch a campus EDI Book Club, develop a comprehensive EDI professional development plan, and establish teams to participate in workshops and institutes. The district will also partner with the CTX to develop an EDI curriculum for new & continuing faculty.

Related Metrics:

- Overall: Enrolled in the Same Community College
- Overall: Attained the Vision Goal Completion
- Overall: Completed Both Transfer-Level Math and English Within the District in the First Year
- Overall: Transferred to a Four-Year Institution
- Overall: Retained from Fall to Spring at the Same College

Personnel

The district will focus on strengthening the staffing to support student equity. A manager will be hired to lead the campus efforts to close the achievement gap for disproportionately impacted populations. The Student Equity manager will serve as the co-chair to the Student Equity Committee and help foster collaboration and engagement from all divisions/areas across campus. The district will hire two Retention Specialists dedicated to utilizing predictive analytics to proactively

address obstacles that students encounter. These positions will serve a central role in the development of an early alert program. These positions will also provide direct referrals for students to access programs dedicated to targeted populations. A research analyst will also be funded in order to support the district's ongoing research and data needs related to Student Equity. This position will serve as fundamental in the inquiry-related activities designed to facilitate the understanding of our data and the retention and persistence research.

Related Metrics:

- Overall: Enrolled in the Same Community College
- Overall: Attained the Vision Goal Completion
- Overall: Completed Both Transfer-Level Math and English Within the District in the First Year
- Overall: Transferred to a Four-Year Institution
- Overall: Retained from Fall to Spring at the Same College

ACCOUNTING OF FUNDS

According to past expenditures, the majority of funding increasingly went to personnel. Personnel expenditures were used to support additional services for those populations identified as at-risk such as Umoja, Puente, Project HOPE, Veterans, DSP&S, EOPS, CalWORKs, Native American, LGBTQIA+, Latinx, and foster youth programs. Emphasis was placed on direct services to students and, as a priority, activities such as individual student and classroom embedded tutoring was expanded. In addition, funds were allocated to hire support staff assigned specifically to equity programs and activities across the campus. Professional development training was also supported with topics addressing culturally responsive teaching and equity-minded practices.

A brief summary of Student Equity expenditures by object code is listed below:

Summary of 2015-2018 Student Equity Expenditures			
1000 (FT Academic Compensation)	266,408.00	497,556.00	573,366.00
2000 (Classified/Conf./Hourly Compensation)	107,9131.00	1,230,438.00	1,143,952.00
3000 (Benefits)	220,433.00	374,371.00	433,245.00
4000 (Supplies)	102,984.00	91,991.00	98,037.00
5000 (Professional Services, Fees, & Operating Costs)	217,990.23	209,851.00	138,633.00
6000 (Development and Improvements)	48,332.00	72,539.00	39,993.00
7000 (Other operating costs)	186,103.00	39,375.00	29,937.00
Total	2,617,524.00	2,516,121.00	2,457,163.00

ASSESSMENT OF PREVIOUS GOALS

Goal	Progress/Activities
Access: Successful Enrollment	Completed efforts to identify target populations, provided professional development for faculty and staff to serve the target population; Identified pathways to college; Collected high school outreach surveys; Created informational brochures intended for target populations.
Retention: Fall to Spring	Increased student academic support services to include embedded tutoring, extended hours, DI population programming; Conducted professional development workshops/institutes for faculty and staff related to equity-minded practices; Hired staff to focus on equity & retention efforts.
Transfer to 4-Year Institution	Coordinated transfer awareness activities such as the Annual Mega College Fair, Signing Day, campus visits, workshops, etc.; Increased number of counselors in Transfer Center; Created the Culturally Responsive Teaching and Learning Program to support professional development for faculty.
Completion to Transfer Level Math & English	Early adopter of AB705; Implemented Multiple Measures Assessment Project (MMAP); Increased the number of embedded tutors supporting DI populations; Established the Faculty Interest Group to develop equity-sensitive curriculum in English and math.
Attained Vision Earned Certificate Completion	Significant progress made with marketing and outreach specifically related to Cerritos Complete (Promise Program); Successfully collected data on barriers to student success; Created a retention dashboard, and implemented automated communication strategies.

COLLEGE CONTACT

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Student Equity Plan Summary

Contacts

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Approved by Rick Miranda

2019-06-29

Chief Student Services Officer

Dilcie Perez

Vice President Student Services/Asst. Superintendent

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Approved by Dilcie Perez

2019-06-29

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President/Superintendent

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2019-06-29

Academic Senate President**Andrew Maz**amaz@cerritos.edu

Approved by Andrew Maz

2019-06-29

Chief Business Officer

Felipe Lopez
Vice President, Business Services
flopez@cerritos.edu
(562) 860-2451

Approved by Felipe Lopez

2019-06-30

Details

Assurances

* I have read the legislation [Education Code 78220](#) and am familiar with the goals, terms and conditions of the Student Equity Plan, as well as the requirements of Student Equity & Achievement legislation ([Education Code 78222](#)).

Progress & Success

Process & Schedule

Cerritos College fosters a community of collaboration and the district is dedicated to utilizing our strong culture of collaboration to develop and achieve a Student Equity Plan that is supported by the campus. All programs that are currently receiving student equity funds were required to submit proposals for the new plan in order to identify how the activity supports specific DI goals. Each activity also had to state how the activity will be measured for success. The Student Equity Committee meets on a monthly basis throughout the academic year and consists of a wide-range of individuals who represent all constituencies on campus. The Student Equity Committee is committed to evaluating progress toward goals of all activities on a regular basis. Specifically, the activities receiving funding will provide mid-year & end-year reports to the Student Equity Committee. A Student Equity Research Analyst will work closely with the Student Equity Committee and programs receiving student equity funds to provide accurate and timely data that will support the progress and continuous evaluation of activities. This ongoing data collection will help ensure activities remain relevant to our student equity goals and fluid to respond to the potential changing needs of a long-term plan.

Success Criteria

Cerritos College intentionally aligns all program goals with the Educational Master Plan (EMP). More specifically, the Student Equity Plan aligns with measurable components of the EMP as well as our Basic Skills, SSSP, Enrollment Management, and Guided Pathway efforts. The Student Equity Committee in particular has created a Logic Model in order to support the alignment process. Programs utilized this model to submit funding requests. Each submission was asked to identify the strategy/intervention, inputs, activities, outputs, and outcomes that support a specific goal. Student equity funding recipients will be required to submit mid- & year-end reports to identify how funding was utilized, share data that demonstrates the outcome of the activities, and how the outcome achieved the goal it is intended to support. Cerritos College regularly engages in ongoing dialogue focused on equity, academic quality, institutional effectiveness, and the continuous improvement of student development.

Executive Summary

https://www.cerritos.edu/student-services/_includes/docs/SEC/2018-19/ExecutiveSummary_CerritosCollege.pdf

Metrics

Overall Student Population

Metric	Baseline	Goal	Equity Change
Enrolled in the Same Community College	26786	29786	+11.2%
Attained the Vision Goal Completion Definition	2277	2732	+19.98%
Completed Both Transfer-Level Math and English Within the District in the First Year	190	1500	+689.47%
Transferred to a Four-Year Institution	1423	1835	+28.95%
Retained from Fall to Spring at the Same College	17292	19161	+10.81%

Disproportionately Impacted (DI) Student Groups

Demographic	Gender	Metric	Baseline	Goal	Equity Change
American Indian or Alaska Native	Male	Attained the Vision Goal Completion Definition	40	0	-
White	Male	Attained the Vision Goal Completion Definition	38	0	-
Foster Youth	Male	Attained the Vision Goal Completion Definition	8	20	+150%
LGBT	Male	Attained the Vision Goal Completion Definition	10	24	+140%
American Indian or Alaska Native	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	3	0	-
Disabled	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	1	4	+300%
American Indian or Alaska Native	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	1	0	-
LGBT	Male	Transferred to a Four-Year Institution	9	13	+44.44%
Native Hawaiian or other Pacific Islander	Male	Transferred to a Four-Year Institution	2	0	-
Hispanic or Latino	Male	Transferred to a Four-Year Institution	344	0	-
American Indian or Alaska Native	Female	Transferred to a Four-Year Institution	38	0	-

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Disabled	Male	Transferred to a Four-Year Institution	28	48	+71.43%
Asian	Male	Attained the Vision Goal Completion Definition	55	0	-
White	Male	Retained from Fall to Spring at the Same College	390	0	-
White	Female	Retained from Fall to Spring at the Same College	199	0	-
Filipino	Female	Retained from Fall to Spring at the Same College	57	0	-
Asian	Female	Retained from Fall to Spring at the Same College	605	0	-
American Indian or Alaska Native	Male	Retained from Fall to Spring at the Same College	390	0	-
White	Female	Enrolled in the Same Community College	1159	1248	+7.68%
Some other race	Female	Enrolled in the Same Community College	76	92	+21.05%
Filipino	Male	Enrolled in the Same Community College	428	475	+10.98%
Filipino	Female	Enrolled in the Same Community College	495	592	+19.6%
Black or African American	Female	Enrolled in the Same Community College	1323	1625	+22.83%

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Asian	Male	Enrolled in the Same Community College	914	995	+8.86%
Asian	Female	Enrolled in the Same Community College	981	1236	+25.99%
Veteran	Female	Enrolled in the Same Community College	51	66	+29.41%
LGBT	Female	Enrolled in the Same Community College	599	672	+12.19%
Some other race	Female	Retained from Fall to Spring at the Same College	622	0	-
Foster Youth	Male	Retained from Fall to Spring at the Same College	115	133	+15.65%
Foster Youth	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	0	3	+200%
Veteran	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	0	2	+100%
Foster Youth	Female	Enrolled in the Same Community College	344	354	+2.91%
American Indian or Alaska Native	Female	Enrolled in the Same Community College	58	60	+3.45%
Native Hawaiian or other Pacific Islander	Female	Enrolled in the Same Community College	69	74	+7.25%

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Foster Youth	Male	Enrolled in the Same Community College	205	217	+5.85%
LGBT	Male	Enrolled in the Same Community College	403	427	+5.96%
Black or African American	Male	Enrolled in the Same Community College	1002	1040	+3.79%
American Indian or Alaska Native	Male	Enrolled in the Same Community College	46	48	+4.35%
LGBT	Female	Retained from Fall to Spring at the Same College	241	252	+4.56%
Veteran	Female	Retained from Fall to Spring at the Same College	88	99	+12.5%
Disabled	Female	Transferred to a Four-Year Institution	41	50	+21.95%
LGBT	Female	Transferred to a Four-Year Institution	18	21	+16.67%
Economically Disadvantaged	Male	Transferred to a Four-Year Institution	481	523	+8.73%
Foster Youth	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	2	3	+50%
LGBT	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	2	4	+100%

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Veteran	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	-	1	0%
Disabled	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	2	4	+100%
LGBT	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	1	2	+100%
Foster Youth	Female	Attained the Vision Goal Completion Definition	30	32	+6.67%
LGBT	Female	Attained the Vision Goal Completion Definition	33	36	+9.09%

Additional Categories

Demographic	Gender	Metric	Goal
Black or African American (fixed coding)	Female	Retained from Fall to Spring at the Same College	526
Native Hawaiian or other Pacific Islander (fixed coding)	Female	Retained from Fall to Spring at the Same College	32
Asian (fixed coding)	Male	Retained from Fall to Spring at the Same College	405
More than one race (fixed coding)	Male	Retained from Fall to Spring at the Same College	140
Native Hawaiian or other Pacific Islander (fixed coding)	Male	Retained from Fall to Spring at the Same College	33
White (fixed)	Male	Retained from Fall to Spring at the Same College	811
First Generation	Female	Transferred to a Four-Year Institution	480
First Generation	Male	Transferred to a Four-Year Institution	360
Black or African American (fixed coding)	Female	Transferred to a Four-Year Institution	24
Hispanic or Latino (fixed coding)	Female	Transferred to a Four-Year Institution	251
American Indian or Alaska Native (fixed coding)	Female	Transferred to a Four-Year Institution	2
Native Hawaiian or other Pacific Islander (fixed coding)	Female	Transferred to a Four-Year Institution	2
Hispanic or Latino (fixed coding)	Male	Transferred to a Four-Year Institution	191
Native Hawaiian or other Pacific Islander (fixed coding)	Male	Transferred to a Four-Year Institution	2
First Generation	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	60
First Generation	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	59
Black or African American (fixed coding)	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	6
Black or African American (fixed coding)	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	6
Hispanic or Latino (fixed coding)	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	71

Demographic	Gender	Metric	Goal
Hispanic or Latino (fixed coding)	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	74
American Indian or Alaska Native (fixed coding)	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	1
American Indian or Alaska Native (fixed coding)	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	1
Native Hawaiian or other Pacific Islander (fixed coding)	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	1
Native Hawaiian or other Pacific Islander (fixed coding)	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	1
Some other race (fixed coding)	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	1
Some other race (fixed coding)	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	1
First Generation	Male	Attained the Vision Goal Completion Definition	567
Asian (fixed coding)	Female	Attained the Vision Goal Completion Definition	83
Asian (fixed coding)	Male	Attained the Vision Goal Completion Definition	70
American Indian or Alaska Native (fixed coding)	Female	Attained the Vision Goal Completion Definition	5
American Indian or Alaska Native (fixed coding)	Male	Attained the Vision Goal Completion Definition	5
Black or African American (fixed coding)	Male	Attained the Vision Goal Completion Definition	74
Some other race (fixed coding)	Male	Attained the Vision Goal Completion Definition	21

Activities

Targeted Outreach, Enrollment, and Onboarding

Brief Description of Activity

The district will develop and implement targeted outreach and recruitment activities for disproportionately impacted groups. We will identify strategies to address the challenges and barriers disproportionately impacted populations experience as they transition to Cerritos College. We will scale our outreach efforts by creating a centralized Welcome Center to coordinate our outreach efforts. The district will partner with our K-12 partners to tailor outreach and

enrollment efforts for DI groups. The district will also increase the number of in-person Orientations, review and streamline processes that create barriers to enrollment, coordinate welcome activities, and incorporate families and community-based organizations in new student transition activities. The district will also create a new student transition communication plan focused on creating intentional messaging to meet the myriad of needs for our DI populations. We will assess and increase staffing levels to ensure these activities occur.

Related Metrics

- Overall : All : Enrolled in the Same Community College
- White : Female : Enrolled in the Same Community College
- Some other race : Female : Enrolled in the Same Community College
- Filipino : Male : Enrolled in the Same Community College
- Filipino : Female : Enrolled in the Same Community College
- Black or African American : Female : Enrolled in the Same Community College
- Asian : Male : Enrolled in the Same Community College
- Asian : Female : Enrolled in the Same Community College
- Veteran : Female : Enrolled in the Same Community College
- LGBT : Female : Enrolled in the Same Community College
- Foster Youth : Female : Enrolled in the Same Community College
- American Indian or Alaska Native : Female : Enrolled in the Same Community College
- Native Hawaiian or other Pacific Islander : Female : Enrolled in the Same Community College
- Foster Youth : Male : Enrolled in the Same Community College
- LGBT : Male : Enrolled in the Same Community College
- Black or African American : Male : Enrolled in the Same Community College
- American Indian or Alaska Native : Male : Enrolled in the Same Community College

Retention & Persistence Support

Brief Description of Activity

The district will provide at-risk populations with programming & support grounded in student development theory intended to create a strong sense of community, academic and personal development opportunities, and dedicated counseling support. Our activities will include but not be limited to the Project HOPE Revitalization project, LINC Foster Youth Ambassadors, support for programs such as LGBTQIA+, APIDA, UnDocu, Puente, and Umoja. We will create & implement an Early Alert Program. Effective tutoring practices, to include embedded tutors, will be focused on DI specific groups to increase Math & English completion rates. We will also explore and develop mentoring programs (peer, faculty, etc.) to support student success. The district will also centralize basic needs support for students who are economically disadvantaged and experiencing homelessness and/or food insecurity.

Related Metrics

- Overall : All : Completed Both Transfer-Level Math and English Within the District in the First Year
- American Indian or Alaska Native : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- Disabled : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- American Indian or Alaska Native : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- Native Hawaiian or other Pacific Islander : Male : Transferred to a Four-Year Institution
- White : Male : Retained from Fall to Spring at the Same College
- White : Female : Retained from Fall to Spring at the Same College
- Filipino : Female : Retained from Fall to Spring at the Same College
- Asian : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Male : Retained from Fall to Spring at the Same College
- Some other race : Female : Retained from Fall to Spring at the Same College
- Foster Youth : Male : Retained from Fall to Spring at the Same College
- Foster Youth : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- LGBT : Female : Retained from Fall to Spring at the Same College
- Veteran : Female : Retained from Fall to Spring at the Same College
- Black or African American (fixed coding) : Female : Retained from Fall to Spring at the Same College
- Asian (fixed coding) : Male : Retained from Fall to Spring at the Same College
- More than one race (fixed coding) : Male : Retained from Fall to Spring at the Same College
- Native Hawaiian or other Pacific Islander (fixed coding) : Male : Retained from Fall to Spring at the Same College
- White (fixed) : Male : Retained from Fall to Spring at the Same College
- Overall : All : Retained from Fall to Spring at the Same College

Increasing Transfer Rates

Brief Description of Activity

The district will establish a Transfer Academy focused on creating a community of students planning to transfer. This will include completing comprehensive educational plans within a student's first semester, coordinating campus visits, conducting workshops, and providing support to students as they progress towards their stated goals. The Transfer Center will also host a myriad of programs such as a College Signing Day, First Generation Day, Transfer Fair and Transfer Conference. The district will also create marketing & outreach brochures to target DI groups.

Related Metrics

- LGBT : Male : Transferred to a Four-Year Institution
- Native Hawaiian or other Pacific Islander : Male : Transferred to a Four-Year Institution
- Hispanic or Latino : Male : Transferred to a Four-Year Institution
- American Indian or Alaska Native : Female : Transferred to a Four-Year Institution
- Disabled : Male : Transferred to a Four-Year Institution
- Disabled : Female : Transferred to a Four-Year Institution
- LGBT : Female : Transferred to a Four-Year Institution
- Economically Disadvantaged : Male : Transferred to a Four-Year Institution
- First Generation : Female : Transferred to a Four-Year Institution
- First Generation : Male : Transferred to a Four-Year Institution
- Black or African American (fixed coding) : Female : Transferred to a Four-Year Institution
- Hispanic or Latino (fixed coding) : Female : Transferred to a Four-Year Institution
- American Indian or Alaska Native (fixed coding) : Female : Transferred to a Four-Year Institution
- Native Hawaiian or other Pacific Islander (fixed coding) : Female : Transferred to a Four-Year Institution
- Hispanic or Latino (fixed coding) : Male : Transferred to a Four-Year Institution
- Native Hawaiian or other Pacific Islander (fixed coding) : Male : Transferred to a Four-Year Institution
- Overall : All : Transferred to a Four-Year Institution

Inquiry, Data, and Technology

Brief Description of Activity

The district will focus on research and data to inform, guide, and support the efforts related to student equity. These activities include identifying key momentum points for students and developing and publishing disaggregated completion data. Research and data will assist in the district's ongoing learning and understanding of the retention patterns both overall and in the disproportionately impacted populations. In order to support the campus inquiry needs, levels of access to relevant campus software will be looked in to in order to expand access to those who are able to generate reports and gather student data. The district will develop a culture of inquiry by improving campus access to data. The district will utilize technology to make processes more effective and student friendly, improve communication with students, and centralize resources. The CSSE will be administered on a regular basis.

Related Metrics

- Overall : All : Enrolled in the Same Community College
- Overall : All : Attained the Vision Goal Completion Definition
- Overall : All : Completed Both Transfer-Level Math and English Within the District in the First Year
- Overall : All : Transferred to a Four-Year Institution
- Overall : All : Retained from Fall to Spring at the Same College

Professional Development

Brief Description of Activity

The district is dedicated to increasing the number of faculty, staff, and managers who participate in at least 5 hours of equity-focused professional development. In order to support this goal, activities will include but not be limited to: designing and implementing EDI Speaker Series, culturally responsive training, launch a campus EDI Book Club, develop a comprehensive EDI professional development plan, and establish teams to participate in workshops and institutes. The district will also partner with the CTX to develop an EDI curriculum for new & continuing faculty.

Related Metrics

- Overall : All : Enrolled in the Same Community College
- Overall : All : Attained the Vision Goal Completion Definition

- Overall : All : Transferred to a Four-Year Institution
 - Overall : All : Retained from Fall to Spring at the Same College
-

Personnel

Brief Description of Activity

The district will focus on strengthening the staffing to support student equity. A manager will be hired to lead the campus efforts to close the achievement gap for disproportionately impacted populations. The Student Equity manager will serve as the co-chair to the Student Equity Committee and help foster collaboration and engagement from all divisions/areas across campus. The district will hire two Retention Specialists dedicated to utilizing predictive analytics to proactively address obstacles that students encounter. These positions will serve a central role in the development of an early alert program. These positions will also provide direct referrals for students to access programs dedicated to targeted populations. A research analyst will also be funded in order to support the district's ongoing research and data needs related to Student Equity. This position will serve as fundamental in the inquiry-related activities designed to facilitate the understanding of our data and the retention and persistence research.

Related Metrics

- Overall : All : Enrolled in the Same Community College
- Overall : All : Attained the Vision Goal Completion Definition
- Overall : All : Completed Both Transfer-Level Math and English Within the District in the First Year
- Overall : All : Transferred to a Four-Year Institution
- Overall : All : Retained from Fall to Spring at the Same College

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **July 17, 2019**

Agenda Item No. 56

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Self-Evaluation Instrument

ACTION

It is recommended that the Board of Trustees approve the Board Self-Evaluation Instrument and that it be updated annually to align with the Board of Trustees and President/Superintendent Goals.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Board Self-Evaluation Instrument was revised to evaluate the annual Board of Trustees and President/Superintendent Goals. Upon approval, the survey will be distributed to the Board for discussion at the August 7, 2019 Board Meeting.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

[Board Self-Evaluation Instrument \(online\)](#)