

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, February 8, 2021**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the February 8, 2021, meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use \*9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link:** <https://cccconfer.zoom.us/j/560964295>. Additionally, you may submit your comments electronically by emailing [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu).

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu). Submissions by email must be received prior to 3:00 p.m. on February 8, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF FEBRUARY 8, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

**District Mission**

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

Santa Ana College inspires, transforms, and empowers a diverse community of learners.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing the following to our diverse community: courses, certificates, and degrees that are accessible, applicable, and engaging.

**Americans with Disabilities Acts (ADA)**

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

4:30 p.m.

**1.1 Call to Order**

**1.2 Pledge of Allegiance to the United States Flag**

**1.3 Approval of Additions or Corrections to Agenda Action**

**1.4 Public Comment**

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [madrigal\\_maria@rscsd.edu](mailto:madrigal_maria@rscsd.edu). Submissions by email must be received prior to 3:00 p.m. on February 8, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF FEBRUARY 8, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [madrigal\\_maria@rscsd.edu](mailto:madrigal_maria@rscsd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

**1.5 Approval of Minutes – Regular meeting of January 11, 2021 Action**

**1.6 Approval of Consent Calendar Action**

Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. **The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (\*).**

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

**1.7 Presentation on Board Accreditation Training**

**1.8 Presentation on BoardDocs Platform**

**1.9 Public Hearing - Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers, California School Employees Association (CSEA) Chapter 888**

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

**2.1 Report from the Chancellor**

- Your Safety is Priority - "We've Got You Covered" Video

**2.2 Reports from College Presidents**

**2.3 Report from Student Trustee**

**2.4 Reports from Student Presidents**

**2.5 Report from Classified Representative**

**2.6 Reports from Academic Senate Presidents**

**2.7 Reports from Board Committee Chairpersons and Representatives of the Board**

- Board Facilities Committee
- Board Fiscal/Audit Committee

- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board  
(cont.)
- Board Policy Committee

### **3.0 INSTRUCTION**

- \*3.1 Approval of Services Agreement with PRESTOSPORTS, LLC Action  
The administration recommends approval of the services agreement with PRESTOSPORTS, LLC located in Gilbert, Arizona, as presented.
- \*3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications Action  
The administration recommends approval of the RSCCD professional services agreement with Interact Communications located in La Crosse, Wisconsin, as presented.
- \*3.3 Approval of Rancho Santiago Community College District Professional Services Agreement with Performance Pickleball, LLC Action  
The administration recommends approval of the RSCCD professional services agreement the with Performance Pickleball, LLC located in Huntington Beach, California, as presented.
- \*3.4 Approval of the Professional Services Agreement with Gregg D. Ander, LLC Action  
The administration recommends approval of the professional services agreement with Gregg D. Ander, LLC, located in Sacramento, California, as presented.
- \*3.5 Approval of the Professional Services Agreement with Terry A. Schmidt Action  
The administration recommends approval of the professional services agreement with Terry A. Schmidt located in Aliso Viejo, as presented.
- \*3.6 Approval of Meal and Gas Cards for Extended Opportunity Program and Services (EOPS) Students Action  
The administration recommends approval of the meal and gas cards for SCC's EOPS students, as presented.

### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, decreases and transfers from December 15, 2020, to January 25, 2021.

- \*4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended December 31, 2020 Action  
The administration recommends approval of the CCFS-311Q for the period ending December 31, 2020, as presented.
- 4.4 Quarterly Investment Report as of December 31, 2020 Information  
The quarterly investment report as of December 31, 2020, is presented as information.
- \*4.5 Approval of Lease Agreement between RSCCD and Congressman Jose Luis "Lou" Correa at the District Office, 2323 N. Broadway, Suite 319, Santa Ana, CA Action  
The administration recommends approval of the lease between RSCCD and Congressman Jose Luis "Lou" Correa at the District Office, 2323 N. Broadway, Suite 319, Santa Ana, CA, as presented.
- \*4.6 Approval of Professional Services Agreement for Arbitrage Calculations with Eide Bailly, LLP Action  
The administration recommends approval of the professional services agreement for Arbitrage Calculations with Eide Bailly, LLP, as presented.
- \*4.7 Approval of Renewal of Services with Competitive Edge Software, LLC dba Omnigo Software Action  
The administration recommends approval of renewal of services with Competitive Edge Software, LLC dba Omnigo Software, as presented.
- \*4.8 Award of Bid #1392 for Barrier Removal Library Restroom Renovation at Santa Ana College Action  
The administration recommends award of Bid #1392 to barrier removal library restroom renovation at SAC, as presented.
- \*4.9 Approval of Agreement with 19six Architects for Architectural and Engineering Services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College Action  
The administration recommends approval of the agreement with 19six Architects for architectural and engineering services for the barrier removal building D restroom remodel (multi and single user) projects at SCC, as presented.
- \*4.10 Reject all Bids for Bid #1390 for Safety and Security Renovations at District Operations Center Action  
The administration recommends the rejection of all bids for Bid #1390 for the safety and security renovations at the District Operations Center, as presented.
- \*4.11 Approval of Surplus Property Action  
The administration recommends approval of declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction, as presented.



## 5.0 **GENERAL**

- \*5.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- California Apprenticeship Initiative Fiscal Agent (DO) N/A
  - Governor's Office of Business & Economic Development (GOBiz) Capital Infusion Program (CIP) Grant (DO) \$ 50,000
  - Governor's Office of Business & Economic Development (GOBiz) Small Business Technical Assistance Expansion Program (TAEP) Grant (DO) \$ 200,000
  - Project RAISE (Regional Alliance in Science, Technology, Engineering and Math (STEM) Education) – Year 5 (SAC) \$ 20,000
- \*5.2 Approval of Sub-Agreements with Local Educational Agencies in Los Angeles County and Orange County awarded the K-12 Strong Workforce Program 2020-21 Funds Action  
The administration recommends approval of the sub-agreements with local educational agencies in Los Angeles County and Orange County awarded the K-12 Strong Workforce Program 2020-21 funds, as presented.
- \*5.3 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses Action  
The administration recommends approval of the Foundation for California Community Colleges, CollegeBuys purchase for student Adobe Creative Cloud licenses, as presented.
- \*5.4 Approval of Amendment to Agreement with Go To Technologies, Inc. for Professional Services Action  
The administration recommends approval of amendment to the agreement with Go To Technologies, Inc. for professional services, as presented.
- 5.5 Approval of Nomination for Community College League of California (CCCT) Board Election – 2021 Action  
From January 1 through February 15, 2021, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by a member district board of trustees, and each district may nominate only members of its board. Only one trustee per district may serve on the board.
- 5.6 Board Member Comments Information

\*Item is included on the Consent Calendar, Item 1.6.

**RECESS TO CLOSED SESSION**

*Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)*

*Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)*

The following item(s) will be discussed in closed session:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
  - e. Student Workers
  - f. Professional Experts

2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (3 cases)

Anthony Rabiola v. Rancho Santiago Community College District, Alliance of Schools for Cooperative Insurance Program Claim Number # 1805506

Joseph Robert Pineo v. Rancho Santiago Community College District, Orange County Superior Court Case No 30-2019-01092834-CU-PO-CJC

Francois Tabi v. The Regents and Trustees of Santa Ana College, United States District Court Central District of California Case No. CV20-00323

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Marvin Martinez, Chancellor
  - a. Supplemental Retirement Program, all employees represented and unrepresented

**RECONVENE**

**Issues discussed in Closed Session (Board Clerk)**

**Public Comment**

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additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [madrigal\\_maria@rscdd.edu](mailto:madrigal_maria@rscdd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

Action

- Approval of Revised Job Descriptions
- Ratification of Resignations/Retirements
- Approval of Spring 2021 Step Increases for Continuing Education Faculty Association Part-time Faculty Hourly Rates
- Approval of Spring 2021 Step Increases for Faculty Association of Rancho Santiago Community College District (FARSCCD) Part-time Faculty Hourly Rates
- Approval of Spring 2021 Step Increases for FARSCCD Full-time Faculty Beyond Contract/Overload Rate
- Approval of Fall 2020 Step Increases for FARSCCD Full-time Faculty Beyond Contract/Overload Rate
- Approval of Changes of Classification
- Approval of Leaves of Absence
- Approval of Column Changes
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-Paid Intern Services

### **6.2 Classified Personnel**

Action

- Approval of Longevity Increments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

### **6.3 Approval of the Amendment to the Agreement for Professional Services with Atkinson, Andelson, Loya, Rudd and Roma (AALRR)**

Action

The administration recommends approval of the amendment to the agreement for professional services with AALRR located in Cerritos, California, as presented.

**6.4** Adoption of Resolution No. 21-01 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan Action  
It is recommended that the board adopt Resolution No. 21-01.

**6.5** Approval of Agreement for Administrative Services with Phase II Systems Action Corporation dba Public Agency Retirement Services Action  
It is recommended the board approve the administrative services agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into the agreement on behalf of the district.

**7.0** ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on February 22, 2021 via Zoom.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**via Zoom and Limited In-Person Attendance**  
**Santa Ana College**  
**1530 W. 17<sup>th</sup> Street, Large Gym (Room G-105)**  
**Santa Ana, CA 92706**

**Monday, January 11, 2021**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The limited in-person and Zoom meeting was called to order at 4:37 p.m. by Mr. Phil Yarbrough. Those participating in-person included Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, and Mr. Yarbrough; and Mr. Larry Labrado, Mr. Zeke Hernandez, Mr. Sal Tinajero, and Mr. Mariano Cuellar participated via teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20.

Administrators present in-person included Ms. Tracie Green, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Adam O'Connor, and Mr. Enrique Perez; Mr. Jose Vargas was present via teleconference (Zoom). Ms. Maria Madrigal was present in-person as record keeper.

1.2 Installation Ceremony

Mr. Yarbrough welcomed those in attendance.

The Pledge of Allegiance was led by Mr. Crockett, Clerk, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Ms. Maria Aguilar Beltran spoke on behalf of Santa Ana College (SAC) and Santiago Canyon College (SCC) Equity Leadership teams regarding the importance of equity and social justice-centered work.

1.5 Approval of Minutes

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve the minutes of the regular meeting held December 14, 2020. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Due to technical difficulties, Student Trustee Cuellar's advisory vote was not recorded.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado and seconded by Mr. Crockett to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

- 3.1 Approval of Memorandum of Agreement between Rancho Santiago Community College District on behalf of Santa Ana College Occupational Therapy Assistant Program and The Salvation Army  
The board approved the memorandum of agreement between Rancho Santiago Community College District on behalf of the SAC Occupational Therapy Assistant Program and The Salvation Army, as presented.
- 3.2 Approval of Clinical Education Agreement with Providence Health System – Southern California  
The board approved the clinical education agreement with Providence Health System - Southern California, as presented.
- 3.3 Approval of Dual Enrollment Agreement between Vista Meridian Global Academy and Rancho Santiago Community College District  
The board approved the dual enrollment agreement between Vista Meridian Global Academy and RSCCD, as presented.
- 3.4 Approval of Agreement No. 20-W242 with South Bay Workforce Investment Board, Inc and Santa Ana College  
The board approved the agreement No. 20-W242 with the South Bay Workforce Investment Board, Inc. and SAC, as presented.
- 3.5 Approval of Third Amendment to Agreement between Rancho Santiago Community College District and LeeAnn Stone  
The board approved the third amendment to agreement between RSCCD and LeeAnn Stone, as presented.
- 3.6 Approval of Educational Affiliation Agreement with West Orange County Consortium for Special Education (WOCCSE)  
The board approved the educational affiliation agreement with WOCCSE, as presented.
- 3.7 Acceptance of Sabbatical Leave Report from Raymond Hicks, Professor of English for Multilingual Students  
The board accepted the sabbatical leave report from Raymond Hicks, Professor of English for multilingual students, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.8 Acceptance of Sabbatical Leave Report from Jungwon Jin, Professor of Music  
The board accepted the sabbatical leave report from Jungwon Jin, Professor of Music, as presented.
- 3.9 Acceptance of Sabbatical Leave Report from Krystal Meier, Professor of Mathematics  
The board accepted the sabbatical leave report from Krystal Meier, Professor of Mathematics, as presented.
- 3.10 Acceptance of Sabbatical Leave Report from Irene Soriano, Professor of Art  
The board accepted the sabbatical leave report from Irene Soriano, Professor of Art, as presented.
- 3.11 Approval of Proposed Revisions for the 2020–2021 Santa Ana College Catalog Addendum  
The board approved the proposed revisions for the 2020–2021 SAC catalog addendum, as presented.
- 3.12 Approval of Proposed Revisions for the 2021 – 2022 Santa Ana College Catalog  
The board approved the proposed revisions for the 2021–2022 SAC catalog, as presented.
- 3.13 Approval of Health Sciences Program Agreement Between the Regents of the University of California and Rancho Santiago Community College District  
The board approved the Health Sciences Program agreement between the Regents of the University of California and RSCCD, as presented.
- 3.14 Approval of Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS)  
The board approved the agreement between Santa Ana Unified School District and RSCCD for MCHS, as presented.
- 3.15 Approval of Memorandum of Understanding (MOU) with Young Men’s Christian Association (YMCA) of Orange County  
The board approved the MOU with YMCA of Orange County, as presented.
- 3.16 Approval of Agreement with South Bay Workforce Investment Board with Santiago Canyon College  
The board approved the agreement with South Bay Workforce Investment Board with SCC, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.17 Approval of Memorandum of Understanding with Foothill-De Anza Community College District  
The board approved the MOU with Foothill-De Anza Community College District, as presented.
- 3.18 Approval of Amendment #4 to Classroom Lease for 2000 Chapman Inc.  
The board approved amendment #4 to the classroom lease for 2000 Chapman Inc., as presented.
- 4.1 Approval of Payment of Bills  
The board approved the payment of bills, as submitted.
- 4.2 Approval of Budget Increases/Decreases, and Budget Transfers  
The board approved the budget transfers, increases, and decreases from December 2, 2020, through December 14, 2020.
- 4.3 Approval of Contract for Independent Audit Services  
The board approved the contract for independent audit services, as presented.
- 4.4 Approval of Amendment to Agreement with The Solis Group for Labor Compliance and Community Student Workforce Project Agreement Coordinator Consulting Services for Various Projects at Santa Ana College  
The board approved the amendment to agreement with the Solis Group for labor compliance and community student workforce project agreement coordinator consulting services for various projects at SAC, as presented.
- 4.5 Approval of Agreement with Converse Consultants for Environmental Import Materials Testing Services for Russell Hall Replacement (Health Sciences) Project at Santa Ana College  
The board approved the agreement with Converse Consultants for environmental import materials testing services for the Russell Hall replacement (Health Sciences) project at SAC, as presented.
- 4.6 Approval of Agreement with Twining, Inc. for Materials Testing and Special Inspection Services for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College  
The board approved the agreement with Twining, Inc. for materials testing and special inspection services for the Russell Hall replacement (Health Sciences) project at SAC, as presented.
- 4.7 Approval of Agreement with Knowland Construction Services for Project Inspection Services for Barrier Removal East Broadmoor Trail Repair at Santiago Canyon College  
The board approved the agreement with Knowland Construction Services for project inspection services for barrier removal East Broadmoor trail repair at SCC, as presented.



1.6 Approval of Consent Calendar (cont.)

4.8 Approval of Amendment to Agreement with Ware Disposal for Integrated Waste Management Services

The board approved the amendment to agreement with Ware Disposal for integrated waste management services, as presented.

4.9 Approval of Purchase Orders

The board approved the purchase order listing for the period November 8, 2020, through December 5, 2020, as presented.

5.1 Approval of Resource Development Items

The board approved the budgets, accepted grants, and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Early Head Start - District Office (DO)	\$ 2,030,312
- K12 Strong Workforce Program – Round 3 (DO)	\$37,129,370
- Project RAISE (Regional Alliance in Science, Technology, Engineering and Math [STEM] Education) – Year 5 (SCC)	\$ 20,000
- Strong Workforce Program Fiscal Agent 2020/21 (DO)	\$12,500,000
- Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers – Fiscal Agent (DO) – Update	N/A
- U.S. Small Business Administration/California State University, Fullerton – Orange County/Inland Empire Regional Small Business Development Center Network (DO)	\$ 250,000

5.2 Approval of Sub-Agreement between RSCCD and Taller San Jose Hope Builders for the Behavior Technician Certificate Program+ Grant (#DO-20-3243-01)

The board approved the sub-agreement between RSCCD and Taller San Jose Hope Builders for the Behavior Technician Certificate Program+ Grant and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.3 Approval of Professional Service Agreement with Jennifer Walsvick

The board approved the professional service agreement with Jennifer Walsvick and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.

1.7 Presentation on State Budget and New Federal Stimulus

Mr. O'Connor provided a presentation on the State budget and new fiscal stimulus. Board members received clarification on data related to the presentation from Mr. O'Connor.

- 1.8 Public Hearing - Child Development Centers - California School Employees Association (CSEA) Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board.

- 2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Marilyn Flores, Interim President, Santa Ana College  
Mr. Jose Vargas, Interim President, Santiago Canyon College

- 2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

- 2.4 Reports from Student Presidents

The following student representatives provided a report to the board on behalf of the Associated Student Government (ASG) organization:

Mr. Henry Gardner, Student President, Santiago Canyon College  
Mr. Ben Colin, Student Vice President, Santa Ana College

- 2.5 Report from Classified Representative

Ms. Sheryl Martin was not present but submitted a written report to the board president. Mr. Yarbrough asked that Ms. Martin's report be attached to the minutes.

- 2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Craig Rutan, Academic Senate President, Santiago Canyon College  
Mr. Roy Shahbazian, Academic Senate President, Santa Ana College

- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the January 4, 2021, Board Facilities Committee meeting.

### **3.0 INSTRUCTION**

All items were approved as part of Item 1.6 (Consent Calendar).

### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

All items were approved as part of Item 1.6 (Consent Calendar).

### **5.0 GENERAL**

Items 5.1 through 5.3 were approved as part of Item 1.6 (Consent Calendar).

#### **5.4 Board Member Comments**

Dr. Arias Miller reported that she attended the Northgate Toy Drive at Santa Ana College and expressed appreciation to Northgate for its generous donation.

Mr. Crockett reported that he met with Mr. Martinez and other staff members. He expressed appreciation as being part of RSCCD and looks forward to meeting faculty and administrators. He asked that the board docket be provided to board members earlier in the week. Mr. Crockett commented on the student diversity, equity, and inclusion topic made under public comments (Item 1.4).

Mr. Hanna expressed appreciation for staff and their safety during these difficult times. He thanked Mr. Tinajero for his comments regarding a possible housing policy. In addition, Mr. Hanna addressed the issues that the United States' (US) democracy has been enduring in the past days and emphasized the importance of having an educated populous to assist in uniting the country.

Mr. Hernandez reported on the Diversity, Equity, and Inclusion (DEI) work he has been involved in. He indicated he was invited to participate in a DEI workgroup for mentoring and professional development. Mr. Hernandez thanked Dr. Davis and Dr. Rabbii for the collaborative efforts on diversity.

Mr. Tinajero asked that the board docket be received by board members at an earlier date in order to review it in a timely manner. He asked that a meeting be scheduled for trustees to review the agenda prior to the meeting. Mr. Tinajero asked the meeting be adjourned in memory of his uncle, Mr. Ermilio Saucedo, who recently died from COVID-19. He shared his thoughts regarding the Capitol insurgence that occurred on January 6, 2021. He asked that people be careful with the words they choose when addressing issues.

Mr. Yarbrough reported that at the request of the Association of Community College Trustees organization, he will be serving on its Audit Committee. Mr. Yarbrough indicated that he plans to discuss with Mr. Martinez the possibility of holding future board meetings via Zoom until the pandemic is less severe.

## **RECESS TO CLOSED SESSION**

The board convened into closed session at 7:45 p.m. to consider the following items:

- 1) 1 Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
  - e. Student Workers
  
- 2) Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources  
Employee Organizations:
  - Faculty Association of Rancho Santiago Community College District (FARSCCD)
  - California School Employees Association (CSEA), Chapter 579
  - California School Employees Association, Chapter 888
  - Continuing Education Faculty Association (CEFA)
  - Unrepresented Management Employees
  
- 3) Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
  
- 4) Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 matter)
  
- 5) Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (5 cases)
  - Sandra Elizabeth Palma v. Rancho Santiago Community College District, Orange County Superior Court Case No 30-2019-01083261-CU-PO-CJC
  
  - Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2019-01072357-CU-WT-CJG
  
  - Joseph Robert Pineo v. Rancho Santiago Community College District, Orange County Superior Court Case No 30-2019-01092834-CU-PO-CJC
  
  - Francois Tabi v. The Regents and Trustees of Santa Ana College Case No. CV20-00323
  - Jane Doe (\*) v. SAUSD and Rancho Santiago Community College District, Case Number 30-2020-01156221-CU-PO-CJC
  
- 6) Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Marvin Martinez, Chancellor
  - a. Supplemental Retirement Program, all employees represented and unrepresented

Mr. Cuellar left the meeting at this time.

## **RECONVENE**

The board reconvened at 9:25 p.m.

### **Closed Session Report**

Mr. Crockett reported the board discussed public employment, labor negotiations, public employee discipline/dismissal/release, anticipated/potential litigation, and existing litigation during closed session. In addition, during closed session the board took action to suspend a classified employee with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

### **Public Comment**

There were no public comments.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

- Approval of Interim Assignments
- Approval of Extension of Interim Assignments
- Approval of Lecture Hour Equivalent (LHE) Workload Adjustments
- Approval of Adjusted Final Salary Placements
- Approval of Changes of Classification
- Approval of Adjusted Columns for Changes of Classification
- Approval of Adjusted Annual Rates for Change of Classification
- Approval of Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-Paid Intern Services

### **6.2 Classified Personnel**

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Changes in Position

6.2 Classified Personnel (cont.)

- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Approval of Returns from Leave
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers, California School Employees Association (CSEA) Chapter 888

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to schedule a public hearing for the next regularly scheduled board meeting and board of trustees to receive and file the district's initial bargaining proposal to the CSEA Chapter 888. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

6.4 Approval of Professional Services Agreement between Rancho Santiago Community College District and PPL, Incorporated

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve of the professional services agreement between RSCCD and PPL, Incorporated as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

**8.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on February 8, 2021 via Zoom.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 9:27 p.m., in memory of Mr. Tinajero's uncle, Mr. Ermilio Saucedo, who recently died from COVID-19.

Respectfully submitted,

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Marvin Martinez, Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: February 8, 2021

**Report from Sheryl Martin, Classified Representative,  
for January 11, 2021, Board Meeting**

Report from a staff member who is on campus working in Counseling:

From a staff member on site, in Counseling: I physically report to my office Monday & Wednesday. When I arrive in the office I answer phones, while also using our online Live Chat platform (Cranium Café), and answering student emails that are sent to the counseling office. On Mondays the phones ring fairly frequently. We are able to assist students confidently as this has become new “norm.”

What are some of the inquires I get? Spring advisement, major change; Prerequisite Clearance, math and English placement, copies of education plans, Petitions for Pass No Pass, Petition for Overload, etc. I am able to assist them with the tools and knowledge we have been provided and refer them to a Counselor. Other miscellaneous calls or emails involve name change, holds on a student’s account, programs we offer.

45-minute counseling appointments are made for Comprehensive Student Education Plan (CSEP), students with external transcripts (transcripts from other schools), Career Education Programs (Apprenticeship, Surveying, Water Science, Real Estate; Financial Aid Appeal and our DSPS students.

Since COVID we have had many more students that are upset, stressed, anxious, and suffering. For these students I try to connect them with Student Health & Wellness or with one of our counselors asap. I have empathy for these students, they are scared and concerned while doing what they can to achieve their educational goals during these unusual times.



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santa Ana College – Kinesiology & Athletics Division**

To: Board of Trustees	Date: February 8, 2021
Re: Approval of Services Agreement with PRESTOSPORTS, LLC	
Action: Request for Approval	

**BACKGROUND**

The Athletic Program at Santa Ana College (SAC) relies on the PrestoSports software program to promote athletic success, highlight student athlete academic and athletic success and provide up-to-date statistical information about our student athletes and their respective teams. Current California Community College Athletic Association (CCCAA) legislation mandates the reporting of statistics within a stipulated timeframe. The PrestoSports software helps head coaches in this regard. The SACDONS.com website, hosted by PrestoSports has been in use continuously since 2012.

**ANALYSIS**

The majority of California Community Colleges utilize the PrestoSports software to promote athletic programs. It also serves as a valuable recruiting tool for the colleges, presenting a professional and polished look to the athletic website.

Your approval of the Services Agreement with PRESTOSPORTS, LLC (“Agreement”) will allow the College to continue this improved method of reporting and promoting SAC Athletics. This retroactive Agreement is for a term of five (5) years to be effective August 15, 2020 through August 15, 2025 and will bring us in line with the current Rancho Santiago Community College District Purchasing guidelines. This Agreement includes a cost of \$3,550 per year.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Services Agreement with PRESTOSPORTS, LLC, located in Gilbert, Arizona, as presented.

Fiscal Impact:	\$3,550/year for 5 years	Board Date: February 8, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs R. Douglas Manning, Ph.D., Dean, Kinesiology & Athletics	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



## SERVICES AGREEMENT

This Services Agreement is entered into on February 9, 2021 by and between **Rancho Santiago Community College District, on behalf of Santa Ana College** ("Client," "Licensee," "you" or "your") and **PRESTOSPORTS, LLC** ("PrestoSports," "Licensor" "we," "us" or "our"). By signing below, you agree to the prices and services described herein, as well as the PrestoSports Terms of Service, Privacy Policy and any other applicable Addenda. Together, these documents shall constitute the "Agreement" between you and PrestoSports.

### CLIENT INFORMATION

*Client /Licensee Name( provided legal name)*

*Doing Business As (if applicable, trade name)*

Rancho Santiago Community College District

Santa Ana College

*Business Address:* 1530 West 17th Street, Santa Ana, CA 92706

*Best Contact:* Name: Douglas Manning, Dean, Kinesiology & Athletics  
Phone: 714-564-6900  
Email: manning\_r-douglas@sac.edu

*PrestoSports Contact:* (877) 778-7382 [www.prestosports.com](http://www.prestosports.com)

Name: Kristin Foys  
Phone: Ext 803  
Email: kristin.foys@prestosports.com  
Mailing Address: P.O. Box 2376, Gilbert, AZ 85299  
Physical Address: 726 N. Greenfield Road, Suite 121, Gilbert, AZ 85234

### TERM

Initial Term: Sixty (60) months

Effective Date: 8/15/2020 End Date: 8/15/2025

The Agreement will be billed on an annual basis with PrestoSports invoicing Client each August based on the amounts listed herein.

### SCOPE



**DELIVERABLES**

PrestoSports will provide annual hosting, maintenance and customer service for your solution as provided herein.

PRODUCTS, SERVICES & FEES	Price	QTY	Subtotal
<b>YEAR 1 - 2020-2021</b>			
PrestoSports Website - Pro Package - Year 1  Hosting and support of a fully responsive athletic website; up to two (2) domain names with SSL certificates; ability to integrate social media; unlimited support; access to the PrestoSports CMS for up to four (4) accounts; ten (10) hours of development hours annually; enhanced stat pages; live stat viewers; Google Analytics; email marketing platform; enhanced forms; and GameDay/Tournament Central pages.	\$3,550.00	1	\$3,550.00
			\$3,550.00

<b>YEAR 2 - 2021-2022</b>			
PrestoSports Website - Pro Package - Year 2	\$3,550.00	1	\$3,550.00
			\$3,550.00

<b>YEAR 3 - 2022-2023</b>			
PrestoSports Website - Pro Package - Year 3	\$3,550.00	1	\$3,550.00
			\$3,550.00



YEAR 4 - 2023-2024			
PrestoSports Website - Pro Package - Year 4	\$3,550.00	1	\$3,550.00
			\$3,550.00

YEAR 5 - 2024-2025			
PrestoSports Website - Pro Package - Year 4	\$3,550.00	1	\$3,550.00
			\$3,550.00

### STORAGE, BANDWIDTH & USAGE

ALLOCATION	CAPACITY
System Storage for Client Content	15GB
Bandwidth Transfer Capacity	50GB per month
Monthly transfer for video playback and podcasting for StretchLive service (if selected)	250GB per month

### EXHIBITS

The terms and conditions of the Exhibits listed below are expressly incorporated by reference into the Agreement:

EXHIBIT	TITLE	DESCRIPTION
A	Project Scope	Describes the scope of the project and approximate schedule and party responsibilities
B	Terms of Service	Describes standard terms and conditions associated with Services
C	Privacy Policy	Describes policies related to privacy and data security
D	Service Level Agreement	Describes service level standards and credit availability



**AGREEMENT & ACCEPTANCE**

Client acknowledges that it has read and accepts the Agreement as written and agrees to pay the Fees described above as of the Effective Date. The individual signing of this Services Agreement on behalf of Client acknowledges that he/she has the proper legal authority to act on Client's behalf and bind Client to the Agreement.

**AGREED TO BY Rancho Santiago Community College District, on behalf of Santa Ana College**

X

\_\_\_\_\_

Name: Adam M. O'Connor

Title: Interim Vice Chancellor

Business Operations/Fiscal Services

Date: \_\_\_\_\_

**AGREED TO BY PRESTOSPORTS, LLC**

X

\_\_\_\_\_

Name: Keith M. Womack

Title: President

Date: \_\_\_\_\_

Document Reference: HMQJR-FCQR8-QQEN7-UKFWT



# EXHIBIT A - PROJECT SCOPE

## PRESTOSPORTS PRESTOWEB - RENEWAL

The annual hosting/maintenance services fee allows you to receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes hosting services in a state-of-the-art cloud-based data center plus full system backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to our team of knowledgeable athletics technology champions.

Based on the selections made in the Pricing section, PrestoSports will provide the following:

- 24/7 hosting of Client's website(s)
- Bandwidth for client and fan traffic as provided herein
- Client support during normal business hours
- Emergency after-hours support on a 24/7 for emergency situations
- PrestoSports Security & Speed Package (SSL, CDN, DDoS protection)(may require coordination with your IT team)
- Access to all included system and software updates with selected package



## EXHIBIT B - TERMS OF SERVICE

**1. DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement, Privacy Policy, or any other applicable Addenda.

**“Addendum” or “Addenda”** means a document added to the Agreement containing new or supplemental terms as agreed to by the parties.

**“Agreement”** means the Services Agreement, Terms of Service, Privacy Policy, and any other applicable Addenda.

**“Client Ad Content”** means any sponsorship content that is added to the Site on behalf of Client’s designated sponsors. Sites typically include designated locations for such placements.

**“Client Content”** means any content which is uploaded to the Site or otherwise hosted through our Services by you or your designees. Client content may include data, videos, photos, text or audio.

**“Effective Date”** is the date our Services commence under the Agreement. The Effective Date is noted in the Services Agreement and may be different from the execution date, which is the date you actually sign the Services Agreement.

**“End Users”** are the individuals who access and/or use the Site; these individuals are also those who primarily interact with our Services.

**“End User Data”** is information about End Users that may be uploaded to the Site or hosted through our Services. End User Data may include, but is not limited to, personally identifying information or credit card data.

**“Fees”** are the fees and other charges permitted by the Agreement which you have agreed to pay us in exchange for our Services. Fees are described in the Services Agreement.

**“Initial Term”** means the initial term for the Agreement and may be found in the Services Agreement.

**“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Licensor”** means PrestoSports, LLC, its successors and assigns, doing business as “PrestoSports.” Licensor’s business address is 726 North Greenfield Rd., Ste. 121, Gilbert, AZ 85234. Licensor may also be referred to in the Agreement as “PrestoSports,” “Company,” “we,” “our,” or “us.”

**“Licensee”** means you, our customer. Licensee may be a business, an individual, a college, a university, a non-profit organization, or some other form of legal entity. Licensee contracts for our Services and may also be referred to in the Agreement as “Client,” “you” or “your.”

**“Placement”** means the display of text-based, image-based, and/or video-based advertisements on the Services.

**“PrestoSports Websites”** means any website operated by PrestoSports, including but not limited to prestosports.com, sidhelp.com, stretchlive.com, prestocamps.com, and prestostats.com among others.

**“PrestoStats Services”** mean the PrestoStats™ application and associated PrestoStats web services.

**“Secure Socket Layer” or “SSL”** is the industry standard when it comes to safe and secure online transactions between websites and users. The SSL technology allows for an encrypted connection to take place between the web browser and the web server of the website that an End User may be browsing.

**“Services Agreement”** means the contract, including any schedules, exhibits, attachments or Addendums, that describes the Services and associated Fees.

**“Services”** means the products and services we are agreeing to provide to you under the Agreement, as more specifically described in the Services Agreement.

**“Site(s)”** means the website or websites that we design and build for you.

**“Sponsor”** means an organization, other than the Client itself, that provides a benefit in exchange for the display of their logo in a specially designated location or manner.

**“Renewal Term”** means one or more periods, as described in the Services Agreement, which immediately follows the expiration of the Initial Term or, as applicable, any Renewal Term.

**“Team”** includes any of our employees, officers, directors, owners, attorneys, affiliates or representatives.

**“Term”** means the term for Services and includes the Initial Term and any Renewal Terms.

**“WCAG”** means “Web Content Accessibility Guidelines 2.0” and has often been cited by the U.S. Department of Justice (DOJ) as an acceptable metric for determining a website’s accessibility to those with disabilities under the Americans with Disabilities Act (ADA). For purposes of the Agreement, WCAG may also be referred to as “Website Accessibility Guidelines.”

**2. ACCEPTANCE.** You accept the terms of the Agreement when you click-sign your acceptance to an on-line version of the Services Agreement; or sign a hardcopy of the Services Agreement. You acknowledge that the person signing the Services Agreement has the proper legal authority to bind the Licensee to the terms and conditions of the Agreement.

**3. GRANT OF RIGHTS.** Subject to your timely payment of Fees and remaining in compliance with the terms and condition of the Agreement, we agree to provide the Services as described in the Agreement and grant to you a non-exclusive, non-transferable right to use the Services for the duration of the Term. The rights granted to you hereunder shall be in the nature of a license. The Agreement is not a sale and does not convey to you any rights of ownership in or to our Services, or any of our Intellectual Property Rights. Upon termination of the Agreement, any rights granted by us will automatically terminate. Notwithstanding the foregoing, you grant us an exclusive, non-transferable license to use your Client Content and/or End User Data for the purpose of delivering and monitoring the Services consistent with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved to the parties.

**4. FIXED TERM.** You will be obligated to the Term described in the Services Agreement. You may not terminate the Agreement for convenience (without cause).

**5. TERMINATION RIGHTS.** You may not terminate the Agreement during the Initial Term, or any Renewal Term, as applicable, except: (a) “for cause,” upon 30 days written notice to PrestoSports, for a material breach where such breach remains

uncured at the expiration of the 30-day period; (b) if PrestoSports becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (c) if PrestoSports dissolves or ceases to do business in the ordinary course; or (d) if you are a government entity and you lose funding for Services due to de-appropriation of necessary funding by the legislature or the applicable governing body. Except where you have terminated the Agreement for cause, you shall remain liable for all Fees owed through the date of termination for any work performed. Where you terminate the Agreement for cause, we will refund you any prepaid fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

**6. MODIFICATION.** We reserve the right to modify these Terms of Service by posting a revised Terms of Service on our website and sending you notice that they have changed to your email address on record. Modifications will not apply retroactively. You are responsible for reviewing and becoming familiar with any modifications. We may sometimes ask you to review and to explicitly agree to (or reject) a revised version of the Terms of Service. In such cases, modifications will be effective at the time you sign your consent to the modified Terms of Service. In cases where we do not ask for your explicit consent to a modified version of the Terms of Service, but otherwise provide notice as set forth above, the modified version of the Terms of Service will become effective 14 days after we have posted the modified Terms of Service and provided you with notification. Your continued use of our Services following that period constitutes your acceptance of the Terms of Service as modified.

**7. FEES; PAYMENT TERMS.** You agree to pay us all Fees permitted by the Agreement. An itemization of Fees is described in the Services Agreement. Payment is due within 30 days from the date you receive our invoice (the "Due Date"). If you do not pay our invoice by the due date, then we may charge you a late fee of \$100. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month. All Fees are based on Services provided, not actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable. Please report any errors that you see on an invoice immediately; if you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. All Fees are subject to an annual cost of living and technology enhancement increase based on the greater of the Consumer Price Index or five percent after the first year of service and will be automatically applied on the anniversary date for any future renewals ("COLT").

**8. TAXES.** If you are a tax-exempt organization, then this provision does not apply. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes. We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us and pay us back for such payments within 30 days from your receipt of a special tax-related invoice.

*PrestoSports Consolidated Exhibits – 2020-07 – as amended for Santa Ana*

**9. BREACH; CURE; DEFAULT.** Payment for all Fees must be paid to us by the Due Date. Payment not made within 5 days of the scheduled Due Date will result in a breach of the Agreement and start the clock on an automatic 10-day period in which to cure. If payment is still not received by the 16th day after the Due Date, we reserve the right to suspend Services until all outstanding Fees are paid in full. We shall have no obligation to release End User Data or your Client Content until all outstanding Fees are paid. Non-payment of our Fees in excess of 30 days from the Due Date will result in a default under the Agreement and will accelerate all payments due to us through the end of the Initial Term or Renewal Term, as applicable.

**10. PROHIBITED USES.** You agree not to use our Services (a) in violation of the law, whether local, state or federal, including but not limited to, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute; (b) to intentionally bypass a security mechanism related to our Services; (c) to reverse-engineer our Services, or any component thereof, regardless of the reason why; (d) in a way that adversely impacts the availability, reliability or stability of our Services, or any component thereof; (e) to intentionally transmit material using our Services which contains viruses, Trojan horses, worms or some other harmful computer program; (f) to send unsolicited marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; (g) to commit fraud; (h) to resell Services without our express written consent; (i) to transmit material that infringes on the intellectual property right of others; (j) to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or (k) in violation of this Agreement. Violation of this Prohibited User policy may result in immediate suspension or discontinuation of the Services, or legal action which could result in civil damages or criminal punishment.

## 11. OWNERSHIP RIGHTS

**(a) What's Ours.** We reserve all title and interest in and to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, designs, layouts, arrangements, feedback, recommendations, trade dress, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to the Site(s) (including any Site designs), which we license to you for use during the Term of the Agreement. The PrestoSports™, Stretch Internet™, StretchLive™, StretchCast™, PrestoStats™, PrestoWeb™, FrontRow™, FrontRowX™, GameDay Central™, SIDHelp™, PrestoCamps™, Stream like a champion™ names, marks and associated logos are trademarks or registered trademarks of PrestoSports, LLC, and no right or license is granted to use them without our express written permission.

**(b) What's Yours.** You reserve all rights, title and interest to the End User Data and Client Content stored through our Services. You represent and warrant that you own or have appropriate rights to all End User Data and Client Content. You shall have sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and intellectual property ownership or rights to use of all of End User Data and Client Content, and, except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction,



damage, loss or failure to store any of your End User Data and/or Client Content. You also own all rights, title and interest to Licensee's trademarks, service marks and other intellectual property; provided, however, that by signing the Agreement, you grant us a non-exclusive, non-transferrable, royalty-free, worldwide license to use your marks solely in conjunction with the marketing of our Services. We will remove your marks from our marketing materials, including our website, if you request us to do so.

**12. CONFIDENTIALITY.** A party (the "Receiving Party") shall keep in strict confidence and ensure its employees, agents and representatives shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the other party (the "Disclosing Party"), to the Receiving Party, or to its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its product which the Receiving Party may obtain ("Confidential Information"). The Receiving Party may disclose such Confidential Information: (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such Confidential Information for the purposes of carrying out their obligations under this Agreement; or (b) if the Disclosing Party gives its prior, written, informed consent to this disclosure. The Receiving Party's obligations under this Section 12 shall not apply to particular Confidential Information: (i) if the Confidential Information is already public knowledge; (ii) if the Confidential Information subsequently becomes public knowledge, without restrictions and other than by breach of this Agreement; (iii) if the Confidential Information is already known without restrictions, to the Receiving Party at the time of disclosure; (iv) if the Confidential Information subsequently comes lawfully into the possession of the Receiving Party from another party; (v) if the information is independently developed by the Receiving Party without use or reference to the Confidential Information of the Disclosing Party; or (vi) to the extent that it is required to be disclosed by any law, court order or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such Confidential Information comply with the substance of this Section 12. Neither party shall use any such Confidential Information for any purpose other than to perform its obligations under this Agreement. At the Disclosing Party's written request, unless prohibited by governing law, the Receiving Party will immediately destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession and shall make no further use of such Confidential Information and confirm to the Disclosing Party in writing that it has done so.

**13. PROTECTION OF EDUCATIONAL INFORMATION.** We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any School Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of School Information.

**14. PRESTOSTATS.** We reserve the right to alter features and functionality of the PrestoStats Services from time-to-time in an effort to address client needs, product strategy, and market demands. Licensed use of the PrestoStats Services shall be limited to one (1) device; additional licenses may be purchased for use of the PrestoStats Services on additional devices. We do not grant you any right or license to enter into sublicenses or redistribution agreements with respect to any portion of the PrestoStats Services, or to otherwise rent, sell, lease, loan, transfer, assign, broadcast, sublicense, distribute or allow access to the PrestoStats Services. You shall not charge any person or entity to view, listen or otherwise access the PrestoStats Services. You shall not incorporate the PrestoStats Services, or any portion thereof, into another product. It shall be your responsibility to ensure minimum system requirements are met for proper functioning and interoperability of the PrestoStats Services; minimum system requirements for PrestoStats Services can be found at [www.prestostats.com](http://www.prestostats.com). We shall not be liable for any of the costs associated with modems, computers, operating systems, connection devices, and bandwidth necessary for your ability to connect to the internet.

**15. PRESTOWEB™.** The following terms and conditions apply if you are receiving, use or otherwise access our PrestoWeb™ service:

**(a) Graphics and Design.** If we create Site(s) design(s) on your behalf, including graphical and architectural frameworks, you shall have the right to review the design and request any number of changes before acceptance of a final design; provided, however, that after two (2) rounds of revisions at no additional charge, we shall have a right to charge \$250 for each additional round of revisions. For engagements involving web design and build, your timely participation and collaboration is required. After you have provided final written approval to an agreed-upon web design (email is acceptable), we reserve the right to charge for subsequent design changes at our standard hourly rates.

**(b) URL Registration.** At your direction, we will register and maintain the URL/domain names required for the Site(s). We only register available URL/domain names in the U.S. If we register or maintain URL/domain names on your behalf, you agree to pay the annual cost of registration (approximately \$35 per year), plus a \$15 annual fee for each domain registered or maintained. You will own and retain all rights and title in and to the URL/domain name; we will own and retain all rights and title in and to the Site(s) (including Site(s) design).

**(c) SSL Certificate.** For your protection and ours, we require that you purchase an SSL certificate through us prior to receiving our Services. You shall be required to maintain the SSL certificate for the duration of the Term at your cost and expense.

**(d) Advertising Placement.** (i) Client Ad Content. You may display your own advertising or sponsorship content on the website provided that such content is supported by the design and not in violation of the Privacy Policy or otherwise prohibited herein. You will retain all revenue associated with Client Ad Content. (ii) You grant us the right to display Placements on pages within the Service. Placements shall be appropriate for the design of the site and in accordance with NCAA or other applicable regulations. Client may request that PrestoSports remove any Placement that is inconsistent with the Client's official policies. We shall retain all

revenue associated with such Placements. (iii) Joint Ad Content. You and PrestoSports may agree to jointly provide advertising content through unused inventory on your website ("Ad Program"). If the Ad Program is selected, a revenue share will be provided to you on a mutually agreeable schedule at a mutually agreeable rate.

**(e) Display of stats data.** Our Services shall provide the capability of displaying statistical information, such as scores, game statistics and other data when provided through a supported method in the proper format. Examples of statistics providers include: PrestoStats, CBS StatCrew, DakStats, and NCAA LiveStats. PrestoSports may update supported methods and statistics providers at any time during the Term of this Agreement without notice. You grant PrestoSports the non-exclusive, irrevocable, worldwide right to immediately display, distribute and store your statistical data as provided herein throughout the Term of this Agreement.

**(f) Third Party Services.** (i) Our Services are integrated with various approved third-party services and applications (collectively, "Third Party Services") that may make their content or services available to you. Examples of Third Party Services include social media platforms, statistics management software, or other similar services. (ii) Our Services may provide the ability to add code, components, and software. If you choose to add code or other components from unapproved third parties ("Unapproved Parties"), you accept full responsibility and liability for Unapproved Parties. You acknowledge that the use Unapproved Parties is discouraged and not supported by PrestoSports. You bear all responsibility for updates and management related to Unapproved Parties. (iii) Collectively Third Party Services and Unapproved Parties are referred to as "Third Parties." Third Parties may have their own terms and policies, and your use of them will be governed by those terms and policies. You acknowledge we do not control Third Parties, and we are not liable for Third Parties or for any transaction you may enter into with them, or for what they do. You also agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to or remove any code, component, service, or other apparatus from Third Parties. We are not liable for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses, or business disruption, costs or expenses you may incur or otherwise experience as a result (except where prohibited by applicable law). You further acknowledge and agree that we do not support Third Party Services or Unapproved Parties.

**(g) Third Party Sites.** The Services may contain links to third party sites that are provided based on your direction as described herein. When End Users access third party sites, they do so at their own risk. You acknowledge that we do not control and are not liable for those sites and what those third parties do. If you do not wish to allow third party sites you may remove them through the Services.

**16. LIMITED WARRANTIES.** We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services; (b) our Services will perform in conformity with generally accepted industry standards; (c) to the best of our knowledge, our Services are free from any viruses, Trojan horses, malware, spyware, ransomware, or other harmful code; and (d) we have taken reasonably appropriate safeguards to protect the security of PrestoSports Consolidated Exhibits – 2020-07 – as amended for Santa Ana

information stored through our Services. We do not warrant that our Services will be entirely free from defect or error, or that it will comply with WCAG, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities. EXCEPT FOR THESE LIMITED WARRANTIES, OUR SERVICES ARE BEING PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM (FOR OURSELVES AND OUR AFFILIATES AND SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO OUR SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF INTEGRATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. No advice or information obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**17. LIMITATIONS OF LIABILITY.** YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF PRESTOSPORTS' OBLIGATIONS UNDER THE AGREEMENT SHALL BE THE REMEDIES SET FORTH IN SECTION 5 ABOVE AND ANY CREDIT DUE PURSUANT TO AN APPLICABLE SERVICE LEVEL AGREEMENT (WHERE A SERVICE LEVEL AGREEMENT IS OFFERED). IN NO EVENT SHALL PRESTOSPORTS BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL PRESTOSPORTS' LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE FULL AMOUNT OF FEES YOU ACTUALLY PAID TO PRESTOSPORTS FOR SERVICES UNDER THIS AGREEMENT PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST PRESTOSPORTS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.

**18. MUTUAL INDEMNIFICATION.**

(a) You agree to defend us (including any member of our Team) and hold us harmless against any claim, suit, demand or proceeding (collectively, "Claim") that arises from your misuse of our Services; your breach of the Agreement; a data breach caused by you; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights.

(b) We agree to defend you and hold you harmless against any Claim that arises from our breach of the Agreement; a data breach

caused by us; or our infringement on someone else's rights, including but not limited to, third party intellectual property rights.

(c) Each party reserves the right to handle its own legal defense however it sees fit, even if one party is indemnifying the other party, in which case each party agrees to cooperate with execution of the legal strategy.

**19. NON-DISCRIMINATION ENDORSEMENT.** We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

**20. RECORD KEEPING; CLIENT OFF-BOARDING.** We will maintain a copy of the records, books, files and other data, as specified in the Agreement and in such detail as shall properly substantiate claims for payment, for a minimum of one (1) year beginning on the first day after the Agreement is properly terminated, or for such longer period as may be necessary for the resolution of any dispute, negotiation, audit, or other inquiry involving the Agreement. You shall have access to your Client Content and End User Data for the duration of the Term, subject to any applicable terms and conditions of the Agreement. Upon proper termination of the Agreement, you will have 30 days to download Client Content and End User Data to your systems or servers at no additional cost. On the 31st day after termination, it will be our choice about whether to continue storing your data at our cost or deleting it subject to applicable law.

**21. CUSTOMER SUPPORT.** A member of our technical support staff shall provide "Technical Support" over toll-free telephone lines and email support during normal business hours Monday through Saturday (our "Core Support Hours"), and outside of Core Support Hours on an emergency basis by calling our support hot line which is staffed by a team that has the appropriate escalation procedures to respond (our "Hot Line Support"). Hot Line Support is for emergencies such as (i) any malfunction of the Services that materially prevents you from performing normal business functions; (ii) any outage of the Services; and/or (iii) c) a need for support information, the lack of which would materially prevent you from performing normal business functions before regular business hours resume. Our customer support includes answering questions regarding the use of our Services; assistance changing the configuration of the Software and/or Application Server; occasional one-on-one training in proper use of our Services; and providing standard education classes. Our customer support does not include conducting custom education classes; conducting custom education onsite; providing remote or onsite consultation; creating new designs or artwork; or performing front-end development or programming. Contact details for Technical Support are available on our website or by calling (877) 778-7382.

**22. WEBSITE ACCESSIBILITY NOTICE.** We are committed to providing Services that are accessible to all End Users, including those with disabilities. To these ends, we strive to ensure that the Site and our Services are in substantial conformance with prevailing WCAG website accessibility standards. A criterion will

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"support" WCAG when the functionality of a product has at least one method that meets the criteria without known defects or meets with equivalent facilitation. A criterion "supports with exceptions" when some functionality of the product does not meet the criteria. You acknowledge that implementation of functionalities which support WCAG may require some additional action by you; for example, it is your responsibility to make sure any upload Client Content is accessible to all End Users (we cannot control, nor will we be responsible, for the content that is uploaded and/or modified by you on the Site). Where you pay for a Site re-design, we will use commercially reasonable efforts to implement website accessibility criteria in accordance with an Accessibility Conformance Report, available [here](http://bit.ly/PS_VPAT) ([http://bit.ly/PS\\_VPAT](http://bit.ly/PS_VPAT)). If you believe we have not met a WCAG accessibility standard, we will work with you to correct any perceived defects upon a mutually agreed-upon timeline; please note that additional fees may apply. Your only recourse for our failure to achieve an agreed-upon requisite level of website accessibility shall be your right to terminate the Agreement for cause. Notwithstanding the foregoing, under no circumstances shall we be liable for any losses or damages to you, a third party, or an End User of the Site as a result of website accessibility violation(s) associated with our Services. We hereby warrant that the Services to be provided under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194 to the extent represented in our Accessibility Conformance Report. We agree to promptly respond to and resolve any complaint regarding accessibility of Services brought to our attention. We further agree to indemnify and hold you harmless from any claim arising out of our failure to comply with the aforesaid requirements. Failure to comply with this section 22 shall constitute a breach and be grounds for termination of this Agreement as provided herein.

**23. DISPUTE RESOLUTION.** Many concerns can be resolved by calling us at (877) 778-7382. We ask that you first attempt to resolve disputes with our management team. If you are unable to resolve the matter with management, we encourage you to escalate the matter to the President of PrestoSports and/or our General Counsel. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

**(a) Definition.** "Claim" means any current or future claim, dispute or controversy relating in any way to the Agreement, the Site or our Services. Claim includes (i) initial claims, counterclaims, cross-claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (iii) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement, the Site or our Services.

**(b) Claim Notice.** Prior to beginning a lawsuit, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to PrestoSports, LLC, ATTN: Legal Dept., 726 North Greenfield Rd., Ste. 121, P.O. Box 2376, Gilbert, AZ 85299.



**(c) Mediation.** In mediation, a neutral party helps parties resolve a Claim. The mediation does not decide the Claim but helps the parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time; the process is non-binding. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect to litigate.

**(d) Exception.** If a Claim has an aggregate value of \$5,000 or less, or the Claim seeks injunctive relief based on a violation of Section 11 (Ownership Rights) or 12 (Confidentiality) as described above, then either party may proceed directly to court and shall not be obligated to attend mediation as part of a dispute resolution process.

**24. NOTICE; GOVERNING LAW; JURISDICTION**

**(a) General.** Who you are contracting with under this Agreement, who you should direct notice to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Who you are contracting with:	<b>PrestoSports, LLC</b>
Legal notices should be sent to:	<b>Subject Line: Legal Notice</b> <a href="mailto:legal@prestosports.com">legal@prestosports.com</a>
The governing law is:	<b>California</b>
The courts having exclusive jurisdiction are:	State courts of Orange County, California, or the U.S. District Court for California, as applicable.

**(b) Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (i) personal delivery; (ii) the second business day after mailing; or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

**(c) Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**25. GENERAL PROVISIONS**

**(a) Data Security and Privacy.** You must comply with our Privacy Policy, as revised from time to time, which you can find [here](https://prestosports.com/privacy-policy) (<https://prestosports.com/privacy-policy>).

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**(b) Reference.** You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website. You agree that PrestoSports may display our logo, company name or similar insignia near the bottom of each page on the Site along with a hyperlink to our website. You agree that the pricing and any discount structure assumes such perpetual permission and acceptance.

**(c) Independent Contractor Relationship.** Our legal relationship to you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

**(d) Export Controls.** The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States' government denied-party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States' export law or regulation.

**(e) Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

**(f) Professional Advice.** All Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as professional legal advice.

**(g) Prevailing Party.** If a Claim is litigated in court, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including court costs, reasonable attorneys' fees, and any other related expenses incurred in the litigation.

**(h) Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Terms of Service are in addition to, and not exclusive, of any other remedies of a party at law or in equity.

**(i) Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**(j) Force Majeure.** We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance

or interruption in System(s) or Services resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

**(k) Survivability.** Even if you terminate the Agreement with us, the following sections of this Terms of Service will still apply: Section 11 (Ownership Rights); Section 12 (Confidentiality); Section 13 (Protection of Educational Information); Section 16 (Limited Warranties); Section 17 (Limitations of Liability); Section 18 (Indemnification); Section 22 (Notice of Website Accessibility); Section 23 (Dispute Resolution); Section 24 (Notice; Governing Law; Jurisdiction); and Section 25(o) (Entire Agreement).

**(l) Severability.** If it turns out that a section of these Terms of Service, or the Agreement, is not enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms of Service, or the Agreement, as applicable, will still be valid.

**(m) Headings.** The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

**(n) Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

**(o) Entire Agreement.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is a conflict between these Terms of Service and any applicable Addenda, the Addenda will be deemed to control and will govern the Agreement.

**(p) Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, .PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.

**(q) Consent to Do Business Electronically.** You consent to do business electronically, which means that you agree that all PrestoSports agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with us may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us

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informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. Any transactions between us before your withdrawal of such consent will still be valid and binding.

**(r) Questions.** Please feel free to direct any questions you might have about these Terms of Service, or the Agreement, to [legal@prestosports.com](mailto:legal@prestosports.com).

## EXHIBIT C - PRIVACY POLICY

1. **Privacy policy.** A copy of the PrestoSports privacy can be found at <http://prestosports.com/privacy-policy> (“Privacy Policy”) and incorporated into this Agreement by reference. Our Privacy Policy explains how we collect, use and share End User information. It is important that you comply with data protection laws when using the Services, such as when you collect others’ personal information or use cookies or similar technologies (including those we drop for you at your request, such as for web analytics).
2. **Right to add your own policy.** Client shall have the option of using their own privacy policy for the Services, provided that the privacy policy is consistent with the PrestoSports privacy policy and consistent with all applicable laws.
3. **Policy updates.** With the introduction of various state and national laws regarding privacy concerns, it may become necessary to update our Privacy Policy in order to remain compliant with various laws and address consumer preferences. PrestoSports may, in its sole discretion, update its Privacy Policy from time to time by publishing an update to the Privacy Policy on the Services with an effective date for changes. PrestoSports anticipates a forthcoming update to comply with Brazil’s Lei Geral de Proteção de Dados requirements (“LGPD”) prior to the August 15, 2020 deadline.

## **EXHIBIT D - SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") sets forth the details regarding the level of service and technical support that apply when your account is in good financial standing. This SLA expressly incorporates all terms, conditions and definitions described in the Agreement. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.

### **AVAILABILITY GUARANTEE**

For purposes of this SLA, a "Unit of Downtime" is one period of at least one (1) hour during which access to our Services is unavailable because of problems with hardware or system software. Downtime does not include (a) problems caused by factors outside of our reasonable control, (b) problems resulting from any actions or inactions by you or a third party, (c) problems resulting from your equipment and/or third-party equipment not within our sole control, or (d) network unavailability during scheduled maintenance of our network and/or web servers. In any calendar month (calculated as a 30-day period), our guarantee is that Downtime will not exceed four (4) Units of Downtime excluding, however, regularly scheduled maintenance. We will use commercially reasonable efforts to perform regularly scheduled maintenance between the hours of 1:00 A.M. EST and 8:00 A.M. EST.

### **SLA CREDITS**

If Downtime exceeds four (4) Units of Downtime in any calendar month, we will, upon your written request, credit your account in an amount equal to the pro-rata fees and charges for one (1) day of service, for each instance of Downtime as that term is defined herein (each, a "Downtime Credit").

### **REQUEST PROCEDURE**

To receive Downtime Credits, you must request such credit by sending an email to [support@prestosports.com](mailto:support@prestosports.com) within seven (7) days after the occurrence of Downtime.

### **OTHER TERMS AND CONDITIONS**

The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7) Downtime Credits. Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in our final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of our Agreement with you.

### **TECHNICAL SUPPORT**

A member of our technical support staff shall provide "Technical Support" over toll-free telephone lines and email support during normal business hours Monday through Saturday during active seasons that may be adjusted based on seasonal activity (our "Core Support Hours"), and outside of Core Support Hours on an emergency basis by calling our support hot line which is staffed by a team that has the appropriate escalation procedures to respond (our "Hot Line Support"). Hot Line Support is for emergencies such as (i) any malfunction of the Services that materially prevents you from performing normal business functions; (ii) any outage of the Services; and/or (iii) c) a need for support information, the lack of which would materially prevent you from performing normal business functions before regular business hours resume.

Our customer support includes answering questions regarding the use of our Services; assistance changing the configuration of the Software and/or Application Server; occasional one-on-one training in proper use of our Services; and providing standard education classes. Our customer support does not include conducting custom education classes; conducting custom education onsite; providing remote or onsite consultation; creating new designs or artwork; or performing front-end development or programming.

## EXHIBIT E – STRETCHLIVE™ ADDENDUM

The following StretchLive™ Addendum will apply if you use or access the StretchLive™ services provided by Licensor. This Addendum is made part of the Agreement, so please read it carefully. StretchLive™ services are provided on an audio only, free-to-view (“FTV”) and pay-per-view (“PPV”) basis, and will be subject to the terms and conditions as described below:

**1. FREE-TO-VIEW (FTV).** If selected, FTV services are provided to either a defined or an unlimited number of Client’s athletic contests and related events as indicated by your purchase. We agree to provide access on a free-to-view basis to all video streaming of Client Content for your athletic contests and related events that are produced by you and provided in an acceptable format. If Campus Wide Event option is selected, we will provide FTV services for institutional events, which are defined as fine arts performances, convocations, commencement ceremonies, or other regularly scheduled school-sponsored special events.

**2. PAY-PER-VIEW (PPV).** If selected, we agree to provide access on a pay-per-view basis to all video streaming of Client Content for either a defined or an unlimited number of your athletic contests and related events that are produced by you and provided in an acceptable format. You agree that the minimum fee to be charged for a pay-per-view shall be \$7.95 per event or \$24.95 per pass unless otherwise agreed in writing. If you elect to offer a pass-option to viewers, you will work with us to jointly define the price to be charged to End Users. On a semi-annual basis, on or about January 15 and July 15 each year, we will issue a payment to you for your share of revenue for the pay-per-view service based on the option selected below:

**Option A**

Up Front	Gross Revenue	Revenue Share
\$0	\$1.00 - \$1,999	0%
	\$2,000 or more	35%

**Option B**

Up Front	Gross Revenue	Revenue Share
Fee listed in Price Schedule of this Agreement	\$1.00 or more	50%

You acknowledge that a reduced fee for Services has been offered by us based on your decision to offer events on a pay-per-view basis. If you wish to stream an event for free, we reserve the right to charge a fee for the event based on our then-current rates. We shall issue refunds to End Users in our sole discretion, in accordance with our standard refund practices. If you wish to issue a refund to one or more End Users, an email should be sent to the PrestoSports support team. If an End User wishes to request a refund, they should follow the steps outlined in the refund policy published on the portal. We will provide you with up to ten (10) viewer access passes upon written request, and additional viewer access passes will be available for a fee equal to our portion of the Revenue Share for the pass provided.

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**3. AUDIO ONLY.** If selected, Audio only or Audio services are provided for either a defined or an unlimited number of Client’s athletic contests and related events. We will provide infrastructure and sufficient bandwidth to support your anticipated listeners.

**4. STREAMING SERVICES.** We will provide infrastructure and bandwidth to support an unlimited number of listeners and/or viewers based on the service option(s) selected. To be covered under this Agreement, all contests must include Client. We will also provide streaming of all events to compatible mobile devices. To access streams, End Users must have sufficient bandwidth, which will vary depending on originating upload data rate of Client stream and the End User’s local network conditions. Network carrier fees may apply and End User is responsible for any such fees. You agree to provide us with exclusive streaming rights to all live and pre-recorded events, barring any televised or postseason events for which third-party streaming is prohibited. Any use of an alternate streaming platform must be approved in writing by us. In the event that an event should not be broadcast over our streaming platform for any reason, you agree to notify us in writing at least three (3) business days in advance. Client agrees to designate each game in a multi-game, tournament or double-header as an individual event, and that PrestoSports may consider an event with a run-time of more than four (4) hours as multiple events.

**5. ARCHIVES.** We agree to use commercially reasonable efforts to record and host on-line archives of events provided you give us uninterrupted and high-quality originating content during the contest or event. Archives will be hosted and available to End Users for up to twelve (12) months (for Premium and Pro), six (6) months (for standard) or until the end of the Term, whichever comes first. You are advised to maintain a secondary source and backup of all events. In the event that an archive is damaged or no longer available, you agree to contact us and provide a backup version, which we will store. We shall provide a customized, branded media portal for End Users and will provide you with the means to update and maintain defined elements in the portals. End Users shall be presented with the appropriate viewing or listening options based on the services which you selected and receive from us.

**6. REGISTRATION.** End Users have the option of creating an account with PrestoSports which may enable them to access certain additional capabilities, such as recently viewed events (“Access Account”). All content associated with Access Accounts is retained in accordance with our Privacy Policy. Access Accounts are separate from End User Data.

**7. LIVESTATS.** If the LiveStats™ Option is selected, we shall provide live stats functionality in the media portal, which can be enabled on a per-event basis. You must provide compatible live stats to us through an acceptable communications mechanism,



and you are responsible for providing compatible, up to date software at your sole cost and expense.

**8. GEOFENCE.** If the Geofence option is selected, we will define or provide you the ability to define a geographic region, as specified by you, establishing a "Geofence" for designated locations ("Geofence Instructions"). You will provide us with complete and accurate Geofence Instructions at least 96 hours prior to any event that requires such treatment. You have the sole responsibility for Geofencing Instructions. You further understand and acknowledge that Geofence Instructions may be by-passed in limited cases by a determined and skilled user.

**9. OTT APP.** If the OTT app option is selected, you acknowledge that we will provide an Over-The-Top application that bears your branding and mark or the mark of a conference or association to wish you are affiliated ("OTT Solution"). You understand and acknowledge that any OTT Solution is subject to the requirements of the individual device platform provider, including Apple, Android, Google, Amazon and Roku, and not PrestoSports. You are responsible for establishing and maintaining Apple, Google, and any other necessary developer accounts, and for all associated costs of such accounts, as necessary to offer the OTT Solution for download by end users. We agree to work cooperatively with you to resolve any issues or objections raised by any third-party device platform provider. You shall provide us access to the developer account solely for the purposes of supporting and updating the OTT Solution subject to this Agreement, or we shall provide deployment-ready code that you deploy through the respective OTT platforms.

**10. MINIMUM SYSTEM REQUIREMENTS.** You agree to utilize hardware and software that meets our requirements and will acquire any necessary equipment at your sole expense and cost. You also agree to secure an internet connection with a minimum persistent upstream speed of at least 1.0 Mbps for all live, standard definition broadcasts and at least 5.0 Mbps upstream for all live, high definition video broadcasts ("Minimum Streaming Requirements"). You acknowledge that issues may arise with the broadcast if sufficient bandwidth is not available at all times during a broadcast and that such issues may negatively impact viewer experience and the ability to properly archive an event. You agree to input and maintain all broadcast schedules through our back- end interface.

**11. VIDEO STORAGE.** We will provide you with up to ten (10) GB of storage space for custom video and/or content, which can be uploaded through the Content Management System and accessed by End Users through the portal. In the event you exceed this allowance, you may reduce stored content or purchase additional storage at our then current rates.

**12. ADMINISTRATIVE ACCOUNTS.** We will provide you with up to five administrative accounts to monitor and maintain the solution.

### **13. PROMOTION**

**(a) Client Video Ad Content.** You may display your own advertising in pre-roll or during the event. You will retain all revenue associated with Client Ad Content advertisements.

**(b) PrestoSports Ad.** You grant us the right to display one (1) pre-roll ad video and at least one (1) Placement. Any such use will comply with NCAA guidelines and Client may request that any specific sponsor be removed. We shall retain all revenue associated with PrestoSports advertisements.

**(c) Joint Video Ad Content.** You and PrestoSports may agree to jointly provide sponsorship content through either the pre-roll or during the event as part of the Ad Program. If the Ad Program is enabled, a revenue share will be provided to you on a mutually agreeable schedule at a mutually agreeable rate.

**13. PRODUCED CONTENT.** By submitting Client Content, Client hereby acknowledges that, in connection with the StretchLive™ service, we will use commercially reasonable efforts to archive Client Content, but that (a) while we will use all commercially reasonable efforts to maintain the security of your Client Content while stored, it does not guarantee that End Users will be able to access, download or otherwise manipulate or copy such Client Content; and (b) while we will use commercially reasonable efforts to maintain the security of your Client Content while streamed in a real-time fashion, it does not guarantee that End Users will be able to access, download or otherwise manipulate or copy such Client Content. You further agree that we shall have the right to market, promote and distribute your events and related Producer Marks in connection with the StretchLive service. "Producer Marks" shall mean trademarks, trade names, service marks, logos and other indicia of source or business identifiers used by Client and uploaded as part of your Client Content. In accordance with the grant of such rights and subject to this Agreement, you hereby grant us a royalty-free, non-exclusive, worldwide right and license to use, reproduce and display the Producer Marks solely in connection with the marketing and promotional considerations. PrestoSports, in using the Producer Marks, will comply with any trademark usage guidelines that you may provide to us in writing. You reserve all other rights in and to the Producer Marks. You are solely responsible for all Client Content and hereby recognize and affirm that the StretchLive™ service is merely providing the means to produce and distribute your Client Content. Accordingly, you shall be solely responsible for your own Client Content and the consequences of posting or publishing such material. You hereby affirm, represent and warrant that (i) you are the creator and owner of or has the necessary licenses, rights, consents, and permissions to use and to authorize us and End Users to use, store and/or distribute your Client Content; (b) to the best of your knowledge, Client Content does not and will not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (c) you will not slander, defame, libel, or invade the right of privacy, publicity or other rights of any person or entity; and (d) to the best of your knowledge, your Client Content does not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of the StretchLive service.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Fine and Performing Arts Division**

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications	
Action:	Request for Approval	

**BACKGROUND**

The COVID-19 Pandemic created an unprecedented need for a shift in our college academic practices. In the Fine and Performing Arts Division, enrollment suffered as did participation in artistic endeavors as all courses, shows and gallery events were immediately moved online. We need to employ the services of a marketing firm to assist us with our social media advertising to recoup our lost audience, gain new ones and help increase enrollment in the Santa Ana College Fine and Performing Arts courses.

**ANALYSIS**

This new Rancho Santiago Community College District Professional Services Agreement with Interact Communications shall be effective February 9, 2021 through June 30, 2021 and includes a total cost not to exceed \$18,525.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Interact Communications, located in La Crosse, Wisconsin, as presented.

Fiscal Impact:	\$18,525	Board Date: February 8, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Kellori Dower, Ed.D., Dean, Fine and Performing Arts Division	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of the Santa Ana College Fine and Performing Arts division and Interact Communications, having its principal business address located at 502 Main Street, 3<sup>rd</sup> Floor, La Crosse, Wisconsin 54601 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

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

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

#### Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on February 9, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Eighteen Thousand Five Hundred Twenty-Five Dollars (\$18,525) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property.

A. Subject to the limitations set forth in Section 8(b) of this Agreement, all campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, computer programs, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Contractor shall be the property of the District provided: (1) such Work Product is accepted by the District within two (2) months of being

proposed by Contractor; and (2) Client has paid all fees and costs associated with creating, or, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain the Contractor's property. Subject to and upon fulfillment of the foregoing conditions, all title and interest to Work Product shall vest in District as "works made for hire" within the meaning of the United States copyright laws. To the extent that the title to any such Work shall not be considered a work made for hire pursuant to law, Contractor transfers and assigns its rights in such Work to District upon the fulfillment of conditions 1 and 2 set forth in this Section 8(a).

- B. It is understood that Contractor may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the third-party licensor at the conclusion of the term of such third-party license. In those instances, District agrees that it remains bound by the terms of such third-party licenses. Contractor will keep District informed of any such limitations.
- C. Contractor shall be permitted to display all completed Work Product, after such Work Product is accepted and implemented by District, in Contractor's work portfolio in print, digital, and online formats for Contractor's promotional purposes, including the submission of any completed and published Work Product in any relevant award competitions. District grants to Contractor a limited license to display the completed, accepted, and implemented Work Product for such purpose..

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

#### Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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



District: Rancho Santiago Community College District  
Attn: Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to: Santa Ana College Fine and Performing Arts Division  
Dr. Kellori Dower  
Dean, Fine and Performing Arts Division  
1530 W. 17th St.  
Santa Ana, CA 92706

Contractor: Interact Communications  
502 Main Street, 3rd Floor  
La Crosse, WI, 54601

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

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

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless

District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District’s place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party’s refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties’ mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act (“UETA”) (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree. Rancho Santiago

Community College District

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: \_\_\_\_\_

CONTRACTOR



BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name:\_\_\_ Anthony Jones

Print Title:\_\_\_ VP, Technology & Operations

Date: 1/5/2021 \_\_\_\_\_

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

**Campaign Collateral Development** Interact will create one (1) :15 Facebook/Instagram video for use in a digital campaign to generate leads and drive enrollment for Santa Ana College for FY 2021. The ad will be adapted for the recommended size for Facebook/Instagram. Santa Ana College will provide the b-roll and images for all the ads. This portion of the agreement shall not exceed \$3,000. Video ads are designed and sized for vertical display.

**Media Buying and Tracking** To promote the Spring and Summer 2021 terms, Interact Communication recommends the following digital marketing tactics. In order to reach both traditional learners (18-24) and adult learners (25+), we recommend running campaigns on Facebook/Instagram. This platform has the broadest reach and provides the best ROI because you run on two platforms for the price of one. Facebook is ideal to reach adult learners and Instagram is more popular among the traditional learners.

**Social Media:** Interact Communications runs sophisticated social media campaigns on Facebook, Instagram, TikTok, Snapchat, YouTube and Twitter. We have experience running campaigns based on search traffic, demographics, CRM lists, remarketing, and more. Minimum campaign spends apply to social media campaigns; campaigns start at \$1,500 per month and include the ability for a remarketing pixel to be placed on your website so that traffic driven there from campaigns continues to see your advertisements for months to come.

**Search Engine Marketing:** We focus your budget towards the winning keyword searches and search engines that are generating conversions. What happens post-click – after someone lands on your website – did they call, enroll or fill out a form? Our technology optimizes to intelligently re-allocate the budget towards keywords and search engines that drive conversions from the site. This technology has achieved one of the highest average Google AdWords Quality Scores in all North America and meets Google’s high standards for creating, managing and optimizing Google AdWords campaigns.

**Suggested Campaign** \$1,500 Facebook/Instagram \$1,200 Search Engine Marketing/Pay Per Click (PPC)

<b>Santa Ana College Digital Advertising Budget FY 2021</b>						
Digital	Feb	March	April	May	June	Totals
Facebook/Instagram	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
PPC	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 6,000.00
<b>Current Totals</b>	<b>\$ 2,700.00</b>	<b>\$ 2,700.00</b>	<b>\$ 2,700.00</b>	<b>\$ 2,700.00</b>	<b>\$ 2,700.00</b>	<b>\$ 13,500.00</b>

## FEE SUMMARY

**Cost Creative Development (one video sized for Facebook/Instagram)** \$3,000

**Digital Media Buy** \$13,500

**Media Management Fee 15%** \$2,025

**Total cost** \$18,525

ADDITIONAL SERVICES AND RATES

## Open Rates

*This is the rate for hourly work without a contract or a project agreement.*

<b>Creative Services (Remote):</b>	<b>Hour</b>
Senior Marketing Counsel	\$315
Marketing/PR Counsel	\$150
Advertising Concepts	\$120
Project Management	\$110
Web Analysis & Consulting	\$180
Design (Layout)	\$85
Art Direction	\$120
Copy Writing	\$95
Illustration	\$90

<b>Advertising Services:</b>	
Media Buying & Campaign Management Fee	15%
Storyboard/Design	\$95
Broadcast Production	\$210
Videographer (1) 8 hour min.	\$225
Videography Crew (3) 4 days min.	\$525
Digitization & Editing	\$150
Photography (8 hour min.)	\$300
Talent, Props and Outside Costs	\$ Billed at actual cost

## Client Rates

*This is the rate for hourly work when we are the agency of record or have an existing contract.*

<b>Creative Services (Remote):</b>	<b>Hour</b>
Senior Marketing Counsel	\$250
Marketing/PR Counsel	\$130
Advertising Concepts	\$105
Project Management	\$95
Web Analysis & Consulting	\$150
Design (Layout)	\$75
Art Direction	\$105
Copy Writing	\$85
Illustration	\$80

<b>Advertising Services:</b>	
Media Buying & Campaign Management Fee	15%
Storyboard/Design	\$85
Broadcast Production	\$190
Videographer (1) 8 hour min.	\$200
Videography Crew (3) 4 days min.	\$500
Digitization & Editing	\$140
Photography (8 hour min.)	\$280
Talent, Props and Outside Costs	\$ Billed at actual cost

## Data Reporting and Analysis

We Have a Deep Understanding of Community College Processes. This enables Interact to provide Santa Ana College with high-level campaign management and whiteglove service. How do we do this?

- Thorough plans, processes, and support—we set up campaigns right from the start
- Quality research and media placement...behind every plan and campaign
- Comprehensive client onboarding process
- Constant proactive reviews and performance tuning, both software and manual
- Direct access to Google Certified campaign professionals
- Help with budget adjustments, campaign targeting strategy, desired ad placements, reporting, and fine-tuning campaigns
- Regular client meetings or check-ins

### Real-Time Dashboard for Digital Campaigns:

Inclusive of our digital advertising services, Interact will provide Santa Ana College with 24/7 access to an online dashboard, which will allow you to view activity leads from your digital marketing, including engagements, impressions, visits, demographics, video views, calls, form fills, emails, and priority page

views. Your dashboard can also track phone calls and walk-ins made directly from digital advertisements. Santa Ana College will receive real-time notifications in the dashboard. We also utilize Google Analytics for further reporting on assisted conversions and additional data.

**Printable Reports to Share:**

Interact Communications will provide a monthly, written custom report and analysis with industry benchmarks for all digital as well as any traditional media placements that are made.

These reports provide ongoing return on investment (ROI) information that specifically demonstrates the effectiveness of every facet of your ad strategy, from traffic data to click-through rates, gross rating points, and online engagement (websites, broadcast, and social media). In addition, Kristel Keys Running, your project lead, will also establish regular (weekly or biweekly) conference calls with your team to review progress, walk you through the reports, and provide recommendations for adjustments in creative and media spend.

**Compensation and Billing Procedure.**

Agency will be compensated, and Client will be billed a flat fee of 50% upon contract signing and each deliverable will be billed at 50% upon completion". The entirety of the buy (hard costs and management fees) will be invoiced at contract signing. Payment terms are prepayment of any media prior to placement.

**Client Approvals and Authority.**

Client shall provide timely approvals of Agency work and timely responses to Agency inquiries related to all aspects of the Work. Client shall designate in writing the individual or individuals with whom the Agency will communicate regarding all aspects of the Work or this Agreement. In the event of a delay by Client in granting any necessary authority or approval to Agency, which delay causes an increase in fees or costs associated with the Work, or a delay in the completion date of the Work, Client shall be solely responsible for such increased costs and delayed completion dates.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Performance Pickleball, LLC	
Action:	Request For Approval	

**BACKGROUND**

This is a Rancho Santiago Community College District Professional Services Agreement with Performance Pickleball, LLC (“PSA”). Santa Ana College (SAC) maintains a comprehensive educational Community Services Program that supports Rancho Santiago Community College District’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. The Community Services Program offers various educational and personal growth opportunities to the community through numerous courses and travel tours. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on the program and the community. The programs and courses offered are fee-based, non-apportionment and provide another option for lifelong learning to community members.

**ANALYSIS**

The term of this PSA will be effective from February 9, 2021 through December 31, 2025. The Santa Ana College Community Services Program will partner with Performance Pickleball, LLC to offer instruction to learn, play and develop skills to participate in games/tournaments for adults, seniors, children and teens.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Performance Pickleball, LLC, located in Huntington Beach, California, as presented.

Fiscal Impact:	Not to Exceed 50,000 (estimated net income after expenses)	Board Date: February 8, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College - Community Services Program and Performance Pickleball, LLC, having its principal business address located at 16458 Bolsa Chica St., #136, Huntington Beach, CA 92649 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

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

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

### **Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on February 9, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2025 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and



its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty thousand Dollars (\$50,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent

place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property

of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by

the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

#### Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

District: Rancho Santiago Community College District  
Attn: Adam M. O'Connor, Interim Vice Chancellor,  
Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)  
Santa Ana College - Community Services Program  
Program Coordinator  
1530 W. 17th Street, Santa Ana, CA 92706

Contractor: Performance Pickleball, LLC

c/o Diana Abruscato

16458 Bolsa Chica Street, #136  
Huntington Beach, CA 92649

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

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

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District’s place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party’s refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties’ mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act (“UETA”) (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or

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

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District, on behalf of Santa Ana  
College - Community Services Program

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Diana Abruscato

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit A

## Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

### PICKLEBALL CLASSES DESCRIPTIONS

#### 1. Pickleball: Adult Beginning

These Pickleball classes are for anyone with little to no experience playing pickleball. Basic skills will be introduced: safety, etiquette, rules, scoring, underhand serve, forehand, backhand, volley, overhead shots, and basic strategies. Once you have completed these courses, you will understand how to play Pickleball and can participate comfortably in beginning/intermediate games. The nets, paddles and balls are provided. Flat tennis court specific footwear are recommended

14yrs+ Day: TBD Location: SAC Dates: TBD 5 Sessions \$129 Max: 16

#### 2. Pickleball: Teen & Adult Beginning - Semi-Private

This class is for anyone seeking to learn or to expand their pickleball ability in a small group setting. The small class is designed to focus on progressive development in an individual group setting. You will experience individual coaching attention based on your needs in a smaller group setting. During drills and match play court strategies will focus on mechanics, consistency, accuracy, ball control, placement and an overall game plan. Semi-private lessons are the perfect blend of personal attention and affordability. The nets, paddles & balls are provided. Flat tennis court specific footwear are recommended.

14yrs+ Day: TBD Time: 1.5 Hours TBD Location: SAC Dates: TBD 4 Sessions \$159 Max: 6

#### 3. Pickleball: Adult Drop-In Drills - Beginning/Intermediate/Advanced

Calling all players! This time is set aside for players who want to enhance their skills and increase game consistency by executing repetitive drills. We repeat the same drill over and over to create a habitual memory to increase consistency. Instruction is focused on repetition on low percentage shots, and to help you improve a variety of areas of the game. Prepare to exercise and extend your range of play. Flat tennis court specific footwear are recommended. The nets, paddles & balls are provided. Let's have some fun! Instructor: Diana Abruscato, IPTPA

14yrs+ Day/Time: TBD/1.0 Hour Location: SAC DATES: TBD \$26 per class Max: 8

### COURSE OUTLINE: Beginning Pickleball Class

#### Day 1

1. Introduction: History, Safety, Etiquette, Sportsmanship, Team Building. Introduce each other
2. History of Pickleball:
3. What is Pickleball: Combined Tennis, Badminton and Ping Pong. Played on a badminton size court, and a hard plastic whiffle ball.
4. Who can play? Everyone all ages and skill levels, post injuries. Smaller than tennis. Easy on the joints

and easy to learn and play.

5. Where to play? USAPA.org for Places to play.
6. Safety: Can you get hurt? This is how to be careful...non breaking glasses and non marking shoes.
7. The court: Parameters
8. The Ball: Hard Plastic indoor & outdoor balls
9. Paddles: Types, which type for you. Cleaning,
10. Playing attire: Apparel/Footwear Court shoes, socks
11. Game variations: singles, doubles, 2 against 1, half court
12. Learn to set up nets:
13. Stretching before each session
14. How to hold the paddle
15. Bounce ball on paddle & hit to each other over net. (ball & paddle feel & Control)
16. RULEBOOK: Where to get it.

#### Day 2

1. Introduction: Rule book
2. Set up nets:
3. Stretch: The importance of stretching
4. Warm up:
5. How to hold the paddle: Various types
6. Paddle Position: Open / Flat | Closed\.
7. Service Rules
8. Serve Options:
9. Scoring
10. Double Bounce Rule

#### Day 3

1. Introduction:
2. Stretching:
3. Warm Up
4. The Underhand Serve:
5. Scoring:
6. Serve Receive position:
7. Service return position & options:
8. Double Bounce Rule:
9. Forehand/Backhand
10. Faults: In or out? Rules of the court

#### Day 4

1. Introduction:
2. Stretching:
3. Warm Up: Routine
4. Volley/Overheads:
5. Play: Evaluate

Diana Abruscato with Performance Pickleball, LLC will provide services or activities as described, outlined and at the times, dates, and locations specified in the approved course proposals for adults, children, and teens. Instruction includes learning, playing and developing skills to participant in pickleball games/tournaments. The Contractor can submit proposals for new courses and seminars at any time. Any new proposals or seminars will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. The Contractor is responsible for ensuring that all instructors teaching for Rancho Santiago Community College District pass a background check with the Department of Justice and the Federal Bureau of Investigation (FBI).

Contractor Pay Rate: A 6% administrative fee will be deducted from the gross income prior to the standard split of 65% contractor / 35% District, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of test, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College – Business and Career Education Division**

To: Board of Trustees	Date: February 8, 2021
Re: Approval of the Professional Services Agreement with Gregg D. Ander, LLC	
Action: Request for Approval	

**BACKGROUND**

This request is to enter into a Professional Services Agreement (PSA) between the Rancho Santiago Community College District, on behalf of Santiago Canyon College, and Gregg D. Ander, LLC. Mr. Ander serves as a liaison among faculty from the six community colleges in Orange County that are part of the Strong Workforce Regional Automation Pathway Program (SCC, SAC, Cypress, Fullerton, IVC, OCC). The workplan and budget has been approved by the Los Angeles/ Orange County Regional Consortium (LAOCRC).

**ANALYSIS**

Through this PSA, Mr. Ander will host industry advisory meetings for each of the six college mentioned above and develop strategic partnerships with each college and the Automation and Control Systems industry. In addition, he will integrate statewide council to academic initiatives and the regional council to the OC regional automation pathway initiative. The agreement shall be effective as of the date signed by both parties through December 31, 2021 or until termination by written notice of either party. This agreement will carry a cost for Santiago Canyon College of \$50,000 to be paid from Strong Workforce Regional Automation Pathway Program funds.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this professional services agreement with Gregg D. Ander, LLC, located in Sacramento, California, as presented.

Fiscal Impact:	\$50,000 (categorical funds)	Board Date: February 8, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), is made and entered into one day after board approval, and signature of both parties, by and between **Gregg D. Ander, LLC**, (the “Contractor”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the “District”) on behalf of Santiago Canyon College. The Contractor and the District are herein referred to, individually, as a “Party”, and, collectively, as the “Parties”.

WHEREAS, District is authorized by Section 53060 (see Appendix 14) 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 experience and competent to perform the special services required; and

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

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

Contractor and District agree as follows:

**1.0 Services.** Contractor, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the “Scope of Services” set forth on Exhibit A to this Agreement (the “Scope of Services”). The initiation of service by the Contractor should not commence until all of the following conditions have been satisfied:

- (a) Contractor has furnished all of the insurance documents required by Section 10.0 below; and
- (b) The Contractor agrees to include all reports, investigations, studies, and analysis required by their Scope of Services. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

**1.1 Extra Services**

Unless District and Contractor have agreed in writing before the performance of extra services that are beyond the Scope of Services, District shall have no liability for such extra services and Contractor shall have no right to claim compensation for such extra services or expenses.

**2.0 Term of Agreement; Termination.**

**2.1 Term.** The term of this Agreement is as of the date signed by both parties until December 31, 2021; provided, however, this Agreement may be earlier terminated as provided in Section 2.2 below.

- 2.2 Termination. The District may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Contractor thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.
- 2.3 Effect of Termination. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within thirty (30) days following submission and approval of a final invoice by Contractor unless termination is for cause. In the event that such termination was for cause, Contractor shall be compensated only to the extent required by law.

**3.0 Compensation and Schedule of Compensation.** The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the District to the Contractor under this Agreement shall not exceed the sum of \$50,000 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Contractor shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Contractor unless it is within the Scope of Services (Exhibit A).

**4.0 Personnel.**

- 4.1 The staff person designated by Contractor to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Gregg D. Ander, LLC  
855 Cobble Cove Lane  
Sacramento, CA 95831  
(626) 688-0045  
gregg@greggander.com

Representative shall be a key member of Contractor's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, District on the progress of the work.

**5.0 Invoicing and Payment.** Contractor shall provide District with written verification of the actual compensation earned by describing in reasonable detail the work performed together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after District's approval of such invoice. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District and Contractor has submitted a

completed W-9 to District's Purchasing Department.

**6.0 Standard of Skill.** Contractor, and Contractor's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Contractor shall be with the degree of skill and diligence normally practiced in the industry for which Contractor is being retained by the District. To the extent that Contractor's industry is subject to guidelines, rules or other standards, Contractor shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Contractor's work by the District shall not operate as a release of the Contractor from such standard of care and workmanship.

**7.0 Independent Contractor.** Contractor is retained and engaged by the District only to the extent set forth in this Agreement, and the Contractor's relationship to the District is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor's time and activities which Contractor is not obligated to devote to the District in such a manner and to such persons, firms, or corporations as the Contractor sees fit except as expressly provided in this Agreement. Contractor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for District's officers or employees. Contractor shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Contractor (including any of its officers, employees or other agents) of its obligations under this Agreement. Contractor has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the District.

**8.0 Hold Harmless and Indemnity.** Contractor shall fully and promptly undertake its obligations as set forth below:

**8.1 Hold Harmless.** Contractor shall hold District, its elected officials, officers, agents, and employees, harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Contractor is on District property, or which are connected, directly or indirectly, with Contractor's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Contractor, its officers, agents, employees, or representatives in performing services described in the work required under this Agreement.

**8.2 Defense and Indemnity.** Contractor shall investigate, defend, and indemnify District, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful

death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Contractor or any of Contractor's officers, agents, employees, representatives, or the willful misconduct of Contractor or any of Contractor's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Contractor of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

- 8.3 No Waiver. District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 10.0 below.
- 8.4 Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working for the District.

**9.0 Correction or Re-Performance of Work**. If District believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, District may deliver notice to Contractor. Such District's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon District's sole discretion, may also make a request for Contractor to re-perform the services. If District requests Contractor to re-perform services, Contractor shall promptly re-perform the services at no additional cost to District in a reasonably timely manner. Should Contractor fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Contractor hereunder or charged to Contractor with such amounts to be paid by Contractor within thirty (30) days of receipt of such invoice.

**10.0 Insurance**.

- 10.1 Insurance Coverage. Contractor shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Contractor under this Agreement, Contractor shall provide the District with copies of certificates (on an Accord form as modified per District direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the District, Contractor shall deliver a copy of its insurance policies.



**10.3** Failure to Maintain Insurance. If Contractor receives a cancellation notice of any insurance required by this Agreement, Contractor shall, within one day of receipt, forward said notice to the District. If Contractor at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the District shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Contractor as compensation under the terms of this Agreement.

**11.0** Work Product.

**11.1** Deliverables. Contractor shall deliver to the District the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services (“Work Product”). The District may also request, and Contractor shall provide to District, copies of all other information developed in the course of the Contractor’s performance of this Agreement. Contractor shall, in such time and in such form as the District may require, furnish reports concerning the status of services required under this Agreement. Contractor shall, upon request by District and upon completion or termination of this Agreement, deliver to the District all Work Product produced by the Contractor. Contractor represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

**11.2** Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the District.

**12.0** Confidentiality.

**12.1** Non-Disclosure Exemptions. Contractor may be granted access to information that is exempt from disclosure to the public and may contain “trade secrets” when it is necessary for Contractor to perform its obligations pursuant to this Agreement. If Contractor is granted such access to confidential information, Contractor shall not be considered to be a member of the public as that term is used in the California Public Records Act.

**12.2** Confidentiality Obligation. Contractor shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Contractor by the District or other information to which the Contractor has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement.

Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Contractor has secured such customer's express, written consent to release of such customer's information, (c) any information classified by District as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by District until District has advised Contractor in writing that such information may be released.

**13.0 Acceptance of Final Payment by Contractor.** The acceptance by Contractor of the final payment made under this Agreement shall release District from all claims and liabilities for compensation to or for the benefit of Contractor for anything done, furnished, or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, agents, subcontractors and subcontractors for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Contractor; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Contractor, its employees, agents, subcontractors and subcontractors.

**14.0 Records.** Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the District, the Designated Official or the District Project Manager. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Contractor shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

**15.0 Conflict of Interest.** Contractor agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Contractor represents and warrants that it is unaware of any District employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer or accept any financial interest in Contractor's business by any District employee or official.

**16.0 Non-Appropriation of Funds.** Payments due and payable to Contractor for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of District funds. This Agreement shall cover only those costs

incurred up to the conclusion of the current fiscal year.

**17.0 Compliance with Laws.** Contractor agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

**17.1 Permits and Licenses.** Contractor, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**17.2 Anti-Terrorism Laws; Sanctions.** The Contractor represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism);
- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

**18.0 Meet and Confer.** The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

**19.0 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the

remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

**20.0 Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

**21.0 Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

**22.0 Assignment.** This Agreement is personal to the Contractor and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Contractor is voidable in the District's sole discretion.

**23.0 Use of the Term "District."** Reference to "District" in this Agreement includes District Manager or any authorized representative acting on behalf of District.

**24.0 Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**25.0 Execution Counterparts.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

**26.0 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Orange, California.

**27.0 Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

**28.0 Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO DISTRICT:

Rancho Santiago Community College District  
Attention: Interim Vice Chancellor, Business  
Operations/Fiscal Services  
2323 North Broadway  
Santa Ana, CA 92706-1640

With a copy to:  
Dean, Business and Career  
Education  
Santiago Canyon College  
Business and Career Education  
8045 E. Chapman Ave  
Orange, CA 92869

TO CONTRACTOR:

Gregg D. Ander, LLC  
855 Cobble Cove Lane  
Sacramento, CA 95831  
[gregg@greggander.com](mailto:gregg@greggander.com)

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

**29.0 Safety Requirement.** To the extent that Contractor performs any work on premises owned or leased by the District, the Contractor agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his operations, should immediately be reported to the District.

**30.0 Copyright.** In the event Contractor creates an original work product as part of the Scope of Services (“work product”), Contractor agrees that work product is a work made for hire.

Contractor acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Contractor hereby transfers any and all interest of the copyright(s) in the work product to District. This transfer and assignment are irrevocable and in perpetuity.

Further, Contractor represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to District prior to the completion of the Scope of Services. Contractor indemnifies and defends District as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Contractor agrees to provide all log-in credentials for social media and other on-line electronic platforms to District within ten (10) days of establishing same, which shall allow District at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should District choose to do so. In any event, upon the conclusion of Contractor's services, Contractor shall no longer utilize any log-in credentials or electronic on-line platforms.

**31.0 Prevailing Wages.** To the extent that the Contractor performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Contractor agrees that it shall comply with this Section. The Contractor, and any subcontractor or subcontractor working on behalf of the Contractor with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Contractor shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Contractor must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"DISTRICT"

Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706

"CONTRACTOR"

Gregg D. Ander, LLC  
855 Cobble Cove Lane  
Sacramento, CA 95831

---

Signature

Adam M. O'Connor

---

Name (Please Print)

Interim Vice Chancellor  
Business Operations/Fiscal Services

---

Title

---

Signature

Gregg D. Ander, LLC

---

Name (Please Print)

---

Title

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Automation Pathways Project (Gregg D. Ander, LLC)**

The following activities have been identified through conversations with Dean Elizabeth Arteaga, Statewide Director James Morante, Regional Director Jon Caffery, Automation Project Manager Terry Schmidt and stakeholders knowledgeable on issues and opportunities supporting career technical education. These activities are foundational to the “Energy, Construction and Utilities” mission and other synergetic initiatives. The services involve both strategic and tactical support and would be executed in close cooperation with the SCC leadership, Statewide and Regional Directors, staff, faculty and other stakeholders.

1. Actively engage with individuals and organizations on the Industry Advisory Council for Advanced Automation and Controls. Continue to identify and solicit participation of organizations/individuals from; industry (control company’s/system integrators), large contractors, academia, and CCCS faculty. In addition to managing current members and future candidates, continue to work w/ this council during planning meetings and other engagements necessary in support of the Advisory Council and ascertain current market needs, employment projections, internship/externship opportunities, curriculum embellishments, lab equipment needs and other strategic partnership opportunities. This would include a statewide and regional Orange County group of professionals

Deliverable: Support the convening’s of (A.) the statewide Council and (B.) the Orange County regional council to occur during 2021 in collaboration with Dean Arteaga and the ECU team.

Deliverable: Close coordination and responsibility for (A.) integrating statewide Council to academic initiatives and (B.) the regional Council to the OC regional automation pathway initiative.

2. In support of SCC leadership, the Statewide Director (SD) and staff; provide thought leadership to the launch of the automation programs at six O.C. campuses, coordinate work of advisory council members and consultants relating to curriculum, lab equipment, professional development training and distance learning as required.

Deliverable: Curriculum material/enhancements and supporting documentation to meet approval timelines.

Deliverable: Equipment delivered during the 2021 academic year.

Deliverable: At least two professional development events - (1.) spring 2021, (2.) fall 2021.

3. Participate and advocate for work force issues and opportunities in Industry Alliance meetings.

4. Other strategic, tactical and policy support as needed; outreach to CA industry for market intelligence, staffing needs, development of strategic partnerships, support integration into automation courses, development and refinement of the Advance Automation Technology Park (ATEP) business plan and socialize as needed with CCCCS leadership.

The time commitment will vary from month to month and an activity log will be populated and submitted



monthly with each invoice for approval.

**Labor Rate \$200/hr.**

**Total Labor Hours: 250**

**TOTAL AMOUNT NOT TO EXCEED \$50,000**

## EXHIBIT B

### SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

- **Installment payments:** The District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement; District shall pay for the services after each scope of work is completed. Contractor shall invoice the RSCCD/SCC after each scope of work has been completed; given that all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the RSCCD/SCC.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the District or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to District approval.

### ***Waiver of Subrogation - Worker's Compensation***

Contractor hereby grants to District a waiver of any right to subrogation which any workers' compensation insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such workers' compensation insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Contractor participation in a Joint Power Authority risk pool, shall be subject to District approval.

### *Verification of Coverage*

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Updated Certificates of Insurance to be provided at time of renewal.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College – Business and Career Education Division**

To: Board of Trustees	Date: February 8, 2021
Re: Approval of the Professional Services Agreement with Terry A. Schmidt	
Action: Request for Approval	

**BACKGROUND**

This request is to enter into a Professional Services Agreement (PSA) between the Rancho Santiago Community College District, on behalf of Santiago Canyon College, and Mr. Terry A. Schmidt. Mr. Schmidt serves as the liaison among faculty from the six community colleges in Orange County that are part of the Strong Workforce Regional Automation Pathway Program (SCC, SAC, Cypress, Fullerton, IVC, OCC). The workplan and budget has been approved by the Los Angeles/ Orange County Regional Consortium (LAOCRC).

**ANALYSIS**

Through this PSA, Mr. Schmidt will serve as a liaison with faculty from the six community colleges mentioned above for the purpose of aligning curriculum, developing regional certificates and degrees, analyzing labor market information for existing and future job titles, creating pathways for automation related programs, and identifying and creating dual-enrollment and concurrent enrollment opportunities for high school and middle school students. In addition, Mr. Schmidt will work to identify internship training opportunities for students enrolled in the automation programs and externships for faculty development and skills training to include train-the-trainer opportunities. The agreement shall be effective as of the date signed by both parties through December 31, 2021 or until termination by written notice of either party. This agreement will carry a cost for Santiago Canyon College of \$68,160 to be paid from Strong Workforce Regional Automation Pathway Program funds.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this professional services agreement with Terry A. Schmidt, located in Aliso Viejo, California, as presented.

Fiscal Impact:	\$68,160 (categorical funding)	Board Date: February 8, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), is made and entered into one day after board approval, and signature of both parties, by and between **Terry A. Schmidt**, (the “Contractor”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the “District”) on behalf of Santiago Canyon College. The Contractor and the District are herein referred to, individually, as a “Party”, and, collectively, as the “Parties”.

WHEREAS, District is authorized by Section 53060 (see Appendix 14) 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 experience and competent to perform the special services required; and

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

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

Contractor and District agree as follows:

**1.0** **Services.** Contractor, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the “Scope of Services” set forth on Exhibit A to this Agreement (the “Scope of Services”). The initiation of service by the Contractor should not commence until all of the following conditions have been satisfied:

(a) Contractor has furnished all of the insurance documents required by Section 10.0 below; and

(b) The Contractor agrees to include all reports, investigations, studies, and analysis required by their Scope of Services. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

**1.1** **Extra Services**

Unless District and Contractor have agreed in writing before the performance of extra services that are beyond the Scope of Services, District shall have no liability for such extra services and Contractor shall have no right to claim compensation for such extra services or expenses.

**2.0** **Term of Agreement: Termination.**

**2.1** **Term.** The term of this Agreement is as of the date signed by both parties until December 31, 2021; provided, however, this Agreement may be earlier terminated as provided in Section 2.2 below.

**2.2** **Termination.** The District may terminate any or all of the services agreed to be

performed under this Agreement without cause, at any time during the Term by giving the Contractor thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

- 2.3 Effect of Termination. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within thirty (30) days following submission and approval of a final invoice by Contractor unless termination is for cause. In the event that such termination was for cause, Contractor shall be compensated only to the extent required by law.

**3.0 Compensation and Schedule of Compensation.** The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the District to the Contractor under this Agreement shall not exceed the sum of \$68,160 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Contractor shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Contractor unless it is within the Scope of Services (Exhibit A).

**4.0 Personnel.**

- 4.1 The staff person designated by Contractor to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Terry A. Schmidt  
7 Golden Eagle Ct.  
Aliso Viejo, CA 92658  
(949) 887-5178  
[terry.alan.schmidt@gmail.com](mailto:terry.alan.schmidt@gmail.com)

Representative shall be a key member of Contractor's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, District on the progress of the work.

**5.0 Invoicing and Payment.** Contractor shall provide District with written verification of the actual compensation earned by describing in reasonable detail the work performed together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after District's approval of such invoice. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District and Contractor has submitted a completed W-9 to District's Purchasing Department.



**6.0 Standard of Skill.** Contractor, and Contractor's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Contractor shall be with the degree of skill and diligence normally practiced in the industry for which Contractor is being retained by the District. To the extent that Contractor's industry is subject to guidelines, rules or other standards, Contractor shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Contractor's work by the District shall not operate as a release of the Contractor from such standard of care and workmanship.

**7.0 Independent Contractor.** Contractor is retained and engaged by the District only to the extent set forth in this Agreement, and the Contractor's relationship to the District is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor's time and activities which Contractor is not obligated to devote to the District in such a manner and to such persons, firms, or corporations as the Contractor sees fit except as expressly provided in this Agreement. Contractor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for District's officers or employees. Contractor shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Contractor (including any of its officers, employees or other agents) of its obligations under this Agreement. Contractor has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the District.

**8.0 Hold Harmless and Indemnity.** Contractor shall fully and promptly undertake its obligations as set forth below:

**8.1 Hold Harmless.** Contractor shall hold District, its elected officials, officers, agents, and employees, harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Contractor is on District property, or which are connected, directly or indirectly, with Contractor's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Contractor, its officers, agents, employees, or representatives in performing services described in the work required under this Agreement.

**8.2 Defense and Indemnity.** Contractor shall investigate, defend, and indemnify District, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property

rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Contractor or any of Contractor's officers, agents, employees, representatives, or the willful misconduct of Contractor or any of Contractor's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Contractor of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

- 8.3 No Waiver. District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 10.0 below.
- 8.4 Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working for the District.

**9.0 Correction or Re-Performance of Work.** If District believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, District may deliver notice to Contractor. Such District's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon District's sole discretion, may also make a request for Contractor to re-perform the services. If District requests Contractor to re-perform services, Contractor shall promptly re-perform the services at no additional cost to District in a reasonably timely manner. Should Contractor fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Contractor hereunder or charged to Contractor with such amounts to be paid by Contractor within thirty (30) days of receipt of such invoice.

**10.0 Insurance.**

- 10.1 Insurance Coverage. Contractor shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Contractor under this Agreement, Contractor shall provide the District with copies of certificates (on an Accord form as modified per District direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the District, Contractor shall deliver a copy of its insurance policies.
- 10.3 Failure to Maintain Insurance. If Contractor receives a cancellation notice of any

insurance required by this Agreement, Contractor shall, within one day of receipt, forward said notice to the District. If Contractor at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the District shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Contractor as compensation under the terms of this Agreement.

## **11.0 Work Product.**

**11.1 Deliverables.** Contractor shall deliver to the District the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The District may also request, and Contractor shall provide to District, copies of all other information developed in the course of the Contractor's performance of this Agreement. Contractor shall, in such time and in such form as the District may require, furnish reports concerning the status of services required under this Agreement. Contractor shall, upon request by District and upon completion or termination of this Agreement, deliver to the District all Work Product produced by the Contractor. Contractor represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

**11.2 Ownership.** Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the District.

## **12.0 Confidentiality.**

**12.1 Non-Disclosure Exemptions.** Contractor may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Contractor to perform its obligations pursuant to this Agreement. If Contractor is granted such access to confidential information, Contractor shall not be considered to be a member of the public as that term is used in the California Public Records Act.

**12.2 Confidentiality Obligation.** Contractor shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Contractor by the District or other information to which the Contractor has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade

secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Contractor has secured such customer's express, written consent to release of such customer's information, (c) any information classified by District as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by District until District has advised Contractor in writing that such information may be released.

**13.0 Acceptance of Final Payment by Contractor.** The acceptance by Contractor of the final payment made under this Agreement shall release District from all claims and liabilities for compensation to or for the benefit of Contractor for anything done, furnished, or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, agents, subcontractors and subcontractors for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Contractor; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Contractor, its employees, agents, subcontractors and subcontractors.

**14.0 Records.** Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the District, the Designated Official or the District Project Manager. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Contractor shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

**15.0 Conflict of Interest.** Contractor agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Contractor represents and warrants that it is unaware of any District employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer or accept any financial interest in Contractor's business by any District employee or official.

**16.0 Non-Appropriation of Funds.** Payments due and payable to Contractor for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of District funds. This Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**17.0 Compliance with Laws.** Contractor agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

**17.1 Permits and Licenses.** Contractor, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**17.2 Anti-Terrorism Laws; Sanctions.** The Contractor represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism);
- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

**18.0 Meet and Confer.** The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

**19.0 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not

constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

**20.0 Integrated Agreement: Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

**21.0 Amendment: Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

**22.0 Assignment.** This Agreement is personal to the Contractor and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Contractor is voidable in the District's sole discretion.

**23.0 Use of the Term "District."** Reference to "District" in this Agreement includes District Manager or any authorized representative acting on behalf of District.

**24.0 Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**25.0 Execution Counterparts.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

**26.0 Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Orange, California.

**27.0 Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

**28.0 Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO DISTRICT:

Rancho Santiago Community College District  
Attention: Interim Vice Chancellor, Business  
Operations/Fiscal Services  
2323 North Broadway  
Santa Ana, CA 92706-1640

With a copy to:  
Santiago Canyon College  
Attention: Dean, Business &  
Career Education  
Business and Career Education  
8045 E. Chapman Ave  
Orange, CA 92869

TO CONTRACTOR:

Terry A. Schmidt  
7 Golden Eagle Ct.  
Aliso Viejo, CA 92658  
[terry.alan.schmidt@gmail.com](mailto:terry.alan.schmidt@gmail.com)

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

**29.0 Safety Requirement.** To the extent that Contractor performs any work on premises owned or leased by the District, the Contractor agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his operations, should immediately be reported to the District.

**30.0 Copyright.** In the event Contractor creates an original work product as part of the Scope of Services (“work product”), Contractor agrees that work product is a work made for hire. Contractor acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether

edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Contractor hereby transfers any and all interest of the copyright(s) in the work product to District. This transfer and assignment are irrevocable and in perpetuity.

Further, Contractor represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to District prior to the completion of the Scope of Services. Contractor indemnifies and defends District as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Contractor agrees to provide all log-in credentials for social media and other on-line electronic platforms to District within ten (10) days of establishing same, which shall allow District at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should District choose to do so. In any event, upon the conclusion of Contractor's services, Contractor shall no longer utilize any log-in credentials or electronic on-line platforms.

**31.0 Prevailing Wages.** To the extent that the Contractor performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Contractor agrees that it shall comply with this Section. The Contractor, and any subcontractor or subcontractor working on behalf of the Contractor with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Contractor shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Contractor must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.



In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"DISTRICT"  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706

"CONTRACTOR"  
Terry A. Schmidt  
7 Golden Eagle Ct.  
Aliso Viejo, CA 92658

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Signature

Adam M. O'Connor

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Name (Please Print)

Interim Vice Chancellor  
Business Operations/Fiscal Services

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Title

---

Signature

Terry A. Schmidt

---

Name (Please Print)

---

Title

## EXHIBIT A

### SCOPE OF SERVICES

#### Automation Pathway Project (Terry A. Schmidt)

Ref	TASKS	Hours
1	Regional Automation meetings with participating faculty, other meetings and communications with Faculty and Deans of the 6 or 7 participating colleges as they implement Automation Fundamentals Certificates and related technology programs.	80
2	Work with LAOCRC and the 6 or 7 colleges to develop a Regional Certificate in Automation Fundamentals to encompass their local Automation Fundamentals certificates. Analyze LMI data for existing and future job titles. Identified by our Automation Industry Advisory.	24
3	Work with the faculty and deans at the participating colleges to create pathways into Automation related programs by identifying and creating dual-enrollment and concurrent enrollment opportunities for High School and Jr High School students. Help to identify Summer Bridge and Summer Boot Camp opportunities to showcase exciting careers in Automation.	24
4	With support from our Automation Industry Advisors, work with local and regional industry and businesses to identify internship and co-op training opportunities for students in the automation programs, externships for faculty development and skills training, and train the trainer opportunities. Also Identify clear pathways to employment for program completers.	60
5	Engage with industry partners and advisors to discuss their employment needs, identify skill sets for entry level employees and for incumbent workers who need to upgrade their skills, and re-training for new jobs. Work with local industries to identify current and emerging skills gaps that need to be addressed in our automation programs.	45
6	Work with EWD directors at participating colleges to create contract education courses that could be incorporated into Automation pathways to certificates and degrees in any of the nine disciplines offered at the colleges; Industrial Automation, Building Automation, HVACR, Water Management, Process Control, Robotics, Industrial Electronics, Electrical Technology, and Mechatronics.	16

7	Work with ECU Regional Director and ECU State Director to identify and create pathways to 4-year programs in Automation related fields. Work with the 6 colleges Faculty and Deans to develop articulation agreements that will create pathways to 4-year degrees in related Automation fields. Work with Industrial Partners and college Faculty to identify industry recognized credentials for each of the 9 disciplines and work with faculty to incorporate the relevant credentials and accreditations for their programs.	24
8	Work with Faculty and Industry leaders such as Schneider Electric, Siemens, Johnson Controls, ABM, SMC, Lutron, Acuity and others to incorporate their training programs into contract education or discipline program courses on an as needed/desired basis. Explore possibilities of shared training equipment from/at local industries to reduce the capital outlay for many of the automation programs.	16
9	Participate in State and Regional workshops, seminars, expos and ECU meetings Automation Team meetings and conference calls. Participate in events to further expand the Automation Project to other community colleges in LA County, the Inland Empire and across the state where LMI data suggests the need for similar Automation Fundamentals curriculum and skills training.	130
10	Determine what resources are needed at each college to meet their participation goals. Identify additional funding sources if needed to augment the buildout of the Automation Programs at the respective schools. Identify equipment donations or shared use with industry where feasible.	12
11	Help Faculty along with our industry partners to develop new training opportunities such as Advanced Lighting Controls, FESTO-DIAG's Mechatronics Apprenticeship training model, creation of a regional technology training center in Orange County, Incorporation of IIot (Industrial Internet of Things) into existing Automation programs as well as other training based on industry needs.	54
12	Work to identify qualified adjunct faculty to support contract education opportunities or to supplement program needs to handle additional sections of courses due to increased enrollments or timeline schedules.	10
13	Work with ECU Regional Director to help colleges develop Building Automation Programs and Facilities Management Programs at their respective schools. (Cypress, Fullerton, Orange Coast)	10
14	Work with ECU Regional Director and our Industry Liaison Director to expand Expert Network Advisors and Industry Partners to include at least two representatives from each of the nine disciplines related to Automation.	10
15	Reports, Grants and Proposal writing, and Spring and Fall Semester Course offering Matrix updates.	53
	Total Labor hours	568

## EXHIBIT B

### SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

- **Installment payments:** The District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement; District shall pay for the services after each scope of work is completed. Contractor shall invoice the RSCCD/SCC after each scope of work has been completed; given that all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the RSCCD/SCC.

**Labor Rate \$120/hr.**

**Total Labor Hours: 568**

**TOTAL AMOUNT NOT TO EXCEED \$68,160**

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the District or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to District approval.

### ***Waiver of Subrogation - Worker's Compensation***

Contractor hereby grants to District a waiver of any right to subrogation which any workers' compensation insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such workers' compensation insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Contractor participation in a Joint Power Authority risk pool, shall be subject to District approval.

### *Verification of Coverage*

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Updated Certificates of Insurance to be provided at time of renewal.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Santiago Canyon College  
Student Services

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Meal and Gas Cards for Extended Opportunity Program and Services (EOPS) Students	
Action:	Request for Approval	

**BACKGROUND**

Since 2000, Santiago Canyon College (SCC) has administered an Extended Opportunity Program and Services (EOPS) to assist first generation, low-income, and other disadvantaged students. To assist students with food and transportation needs, the EOPS department is requesting approval to purchase 400 meal cards in the amount of \$50 each and 200 gas cards in the amount of \$100 each with the use of EOPS funds. The vendor is SVM, LP 3727 Ventura Drive Arlington Heights, IL 60004. Tax ID# 36-4311109.

**ANALYSIS**

The current COVID pandemic has increased the financial needs of SCC's EOPS students. This request to purchase meal and gas cards is to provide these students with some relief with their food and transportation needs during this unprecedented time. The purchase of these cards is an allowable expense under SB 164, July 1969 (EC Sections 69640-69656).

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the meal and gas cards for Extended Opportunity Program and Services (EOPS) students as presented.

Fiscal Impact:	\$40,000 (categorical funding)	Board Date: February 8, 2021
Prepared by:	Dr. Loretta Jordan – Interim Dean of Enrollment and Support Services Syed Rizvi - Vice President Student Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



Rancho Santiago Comm Coll District  
Bank Code: 92 District Funds

Board Meeting of 02/08/21  
Check Registers Submitted for Approval  
Checks Written for Period 12/15/20 Thru 01/25/21

AP0020  
Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68692	General Fund Unrestricted	25,053.05	0.00	25,053.05	92*0543966	92*0544058
68693	General Fund Unrestricted	20,497.61	0.00	20,497.61	92*0543918	92*0543948
68698	General Fund Unrestricted	3,870.87	0.00	3,870.87	92*0544169	92*0544206
68699	General Fund Unrestricted	129,816.72	0.00	129,816.72	92*0544168	92*0544168
68700	General Fund Unrestricted	18,661.45	0.00	18,661.45	92*0544059	92*0544138
68707	General Fund Unrestricted	34,013.26	0.00	34,013.26	92*0544207	92*0544272
68713	General Fund Unrestricted	66,595.45	0.00	66,595.45	92*0544358	92*0544593
68714	General Fund Unrestricted	53,607.63	0.00	53,607.63	92*0544289	92*0544346
68717	General Fund Unrestricted	65,204.11	0.00	65,204.11	92*0544597	92*0544645
68721	General Fund Unrestricted	72,523.68	0.00	72,523.68	92*0544657	92*0544754
68725	General Fund Unrestricted	46,352.75	0.00	46,352.75	92*0544820	92*0544956
68726	General Fund Unrestricted	2,379,367.65	0.00	2,379,367.65	92*0544762	92*0544811
68729	General Fund Unrestricted	76.35	0.00	76.35	92*0545065	92*0545068
68730	General Fund Unrestricted	308,411.96	0.00	308,411.96	92*0544961	92*0545046
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u><u>\$3,224,052.54</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$3,224,052.54</u></u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68602	General Fund Restricted	0.00	35.00	-35.00	92*0542081	92*0542081
68686	General Fund Restricted	0.00	1,759.91	-1,759.91	92*0543841	92*0543841
68693	General Fund Restricted	250,972.93	0.00	250,972.93	92*0543917	92*0543939
68700	General Fund Restricted	123,591.59	0.00	123,591.59	92*0544060	92*0544143
68707	General Fund Restricted	382,447.33	0.00	382,447.33	92*0544210	92*0544270
68714	General Fund Restricted	228,210.81	0.00	228,210.81	92*0544290	92*0544337
68717	General Fund Restricted	271,507.30	0.00	271,507.30	92*0544594	92*0544647
68721	General Fund Restricted	1,063,167.64	0.00	1,063,167.64	92*0544664	92*0544756
68726	General Fund Restricted	266,795.03	0.00	266,795.03	92*0544764	92*0544817
68730	General Fund Restricted	654,351.12	0.00	654,351.12	92*0544957	92*0545049
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$3,241,043.75</u></b>	<b><u>\$1,794.91</u></b>	<b><u>\$3,239,248.84</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68693	GF Unrestricted One-Time Func	31,680.92	0.00	31,680.92	92*0543913	92*0543949
68700	GF Unrestricted One-Time Func	3,313.54	0.00	3,313.54	92*0544061	92*0544128
68707	GF Unrestricted One-Time Func	16,564.42	0.00	16,564.42	92*0544220	92*0544271
68714	GF Unrestricted One-Time Func	31,800.74	0.00	31,800.74	92*0544288	92*0544341
68717	GF Unrestricted One-Time Func	5,288.08	0.00	5,288.08	92*0544596	92*0544646
68721	GF Unrestricted One-Time Func	56,269.13	0.00	56,269.13	92*0544659	92*0544747
68726	GF Unrestricted One-Time Func	64,195.88	0.00	64,195.88	92*0544760	92*0544816
68730	GF Unrestricted One-Time Func	38,774.64	0.00	38,774.64	92*0544958	92*0545044
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$247,887.35</u></b>	<b><u>\$0.00</u></b>	<b><u>\$247,887.35</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68694	Child Development Fund	2,768.39	0.00	2,768.39	92*0543950	92*0543954
68701	Child Development Fund	2,663.83	0.00	2,663.83	92*0544144	92*0544147
68708	Child Development Fund	9,580.00	0.00	9,580.00	92*0544273	92*0544276
68718	Child Development Fund	2,985.06	0.00	2,985.06	92*0544648	92*0544651
68722	Child Development Fund	3,551.84	0.00	3,551.84	92*0544757	92*0544757
68727	Child Development Fund	7,729.00	0.00	7,729.00	92*0544818	92*0544818
68731	Child Development Fund	2,804.09	0.00	2,804.09	92*0545050	92*0545055
<b>Total Fund 33 Child Development Fund</b>		<b>\$32,082.21</b>	<b>\$0.00</b>	<b>\$32,082.21</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68695	Capital Outlay Projects Fund	4,779.16	0.00	4,779.16	92*0543955	92*0543957
68702	Capital Outlay Projects Fund	99,676.00	0.00	99,676.00	92*0544148	92*0544154
68709	Capital Outlay Projects Fund	158,137.07	0.00	158,137.07	92*0544277	92*0544282
68715	Capital Outlay Projects Fund	4,784.01	0.00	4,784.01	92*0544347	92*0544350
68719	Capital Outlay Projects Fund	21,510.80	0.00	21,510.80	92*0544652	92*0544654
68723	Capital Outlay Projects Fund	2,025.00	0.00	2,025.00	92*0544758	92*0544758
68728	Capital Outlay Projects Fund	900.00	0.00	900.00	92*0544819	92*0544819
68732	Capital Outlay Projects Fund	86,110.17	0.00	86,110.17	92*0545056	92*0545057
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$377,922.21</u></b>	<b><u>\$0.00</u></b>	<b><u>\$377,922.21</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68696	Bond Fund, Measure Q	200,584.38	0.00	200,584.38	92*0543958	92*0543964
68703	Bond Fund, Measure Q	95,851.77	0.00	95,851.77	92*0544155	92*0544159
68710	Bond Fund, Measure Q	1,816,424.28	0.00	1,816,424.28	92*0544283	92*0544284
68716	Bond Fund, Measure Q	9,985.31	0.00	9,985.31	92*0544351	92*0544357
68724	Bond Fund, Measure Q	1,680.13	0.00	1,680.13	92*0544759	92*0544759
68733	Bond Fund, Measure Q	1,106.00	0.00	1,106.00	92*0545058	92*0545059
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$2,125,631.87</b>	<b>\$0.00</b>	<b>\$2,125,631.87</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68704	Property and Liability Fund	3,516.87	0.00	3,516.87	92*0544160	92*0544161
68711	Property and Liability Fund	1,575.00	0.00	1,575.00	92*0544285	92*0544285
68734	Property and Liability Fund	16,522.77	0.00	16,522.77	92*0545060	92*0545062
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$21,614.64</u></b>	<b><u>\$0.00</u></b>	<b><u>\$21,614.64</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68705	Workers' Compensation Fund	5,903.88	0.00	5,903.88	92*0544162	92*0544162
68712	Workers' Compensation Fund	14,318.54	0.00	14,318.54	92*0544286	92*0544287
68720	Workers' Compensation Fund	4,439.51	0.00	4,439.51	92*0544655	92*0544656
68735	Workers' Compensation Fund	13,735.97	0.00	13,735.97	92*0545063	92*0545064
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>\$38,397.90</b>	<b>\$0.00</b>	<b>\$38,397.90</b>		



Checks Written for Period 12/15/20 Thru 01/25/21

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
68697	Student Financial Aid Fund	300.00	0.00	300.00	92*0543965	92*0543965
68706	Student Financial Aid Fund	100,291.00	0.00	100,291.00	92*0544163	92*0544167
<b>Total Fund 74 Student Financial Aid Fund</b>		<b><u>\$100,591.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$100,591.00</u></b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,224,052.54
Total Fund 12 General Fund Restricted	3,239,248.84
Total Fund 13 GF Unrestricted One-Time Fund	247,887.35
Total Fund 33 Child Development Fund	32,082.21
Total Fund 41 Capital Outlay Projects Fund	377,922.21
Total Fund 43 Bond Fund, Measure Q	2,125,631.87
Total Fund 61 Property and Liability Fund	21,614.64
Total Fund 62 Workers' Compensation Fund	38,397.90
Total Fund 74 Student Financial Aid Fund	100,591.00
Grand Total:	<u><u>\$9,407,428.56</u></u>

Checks Written for Period 12/15/20 Thru 01/25/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A2012331	SAC Diversified Agency Fund	688.31	0.00	688.31	1A*0002411	1A*0002413
1A2012531	SAC Diversified Agency Fund	920.80	0.00	920.80	1A*0002414	1A*0002414
1A2101316	SAC Diversified Agency Fund	2,178.38	0.00	2,178.38	1A*0002415	1A*0002419
<b>Total 1A SAC Diversified Agency Fund</b>		<b><u><u>\$3,787.49</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$3,787.49</u></u></b>		

Checks Written for Period 12/15/20 Thru 01/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B2012331	SAC Bookstore Fund	74,963.35	73,382.14	1,581.21	1B*0002665	1B*0002670
1B2012531	SAC Bookstore Fund	375.09	0.00	375.09	1B*0002671	1B*0002671
1B2101209	SAC Bookstore Fund	109,648.02	72,165.93	37,482.09	1B*0002672	1B*0002682
1B2101316	SAC Bookstore Fund	16,781.46	1,000.00	15,781.46	1B*0002683	1B*0002693
<b>Total 1B SAC Bookstore Fund</b>		<b>\$201,767.92</b>	<b>\$146,548.07</b>	<b>\$55,219.85</b>		

Checks Written for Period 12/15/20 Thru 01/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C2012331	SAC Community Education Fund	28.57	0.00	28.57	1C*0001295	1C*0001295
1C2101316	SAC Community Education Fund	708.00	0.00	708.00	1C*0001296	1C*0001296
<b>Total 1C SAC Community Education Fund</b>		<b><u>\$736.57</u></b>	<b><u>\$0.00</u></b>	<b><u>\$736.57</u></b>		

Checks Written for Period 12/15/20 Thru 01/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S2012331	SAC Associated Students Fund	4,342.79	4,342.79	0.00	1S*0001764	1S*0001765
1S2012531	SAC Associated Students Fund	4,631.48	0.00	4,631.48	1S*0001766	1S*0001769
1S2101209	SAC Associated Students Fund	392.52	0.00	392.52	1S*0001770	1S*0001772
<b>Total 1S SAC Associated Students Fund</b>		<b><u>\$9,366.79</u></b>	<b><u>\$4,342.79</u></b>	<b><u>\$5,024.00</u></b>		

Checks Written for Period 12/15/20 Thru 01/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2012331	SAC Diversified Trust Fund	212,652.83	100,740.76	111,912.07	1T*0002070	1T*0002082
1T2012531	SAC Diversified Trust Fund	2,753.00	0.00	2,753.00	1T*0002083	1T*0002084
1T2101209	SAC Diversified Trust Fund	4,311.20	0.00	4,311.20	1T*0002085	1T*0002090
1T2101316	SAC Diversified Trust Fund	18,458.24	0.00	18,458.24	1T*0002091	1T*0002094
<b>Total 1T SAC Diversified Trust Fund</b>		<b>\$238,175.27</b>	<b>\$100,740.76</b>	<b>\$137,434.51</b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	3,787.49
Total Fund 1B SAC Bookstore Fund	55,219.85
Total Fund 1C SAC Community Education Fu	736.57
Total Fund 1S SAC Associated Students Fun	5,024.00
Total Fund 1T SAC Diversified Trust Fund	137,434.51
<b>Grand Total:</b>	<b><u><u>\$202,202.42</u></u></b>



Checks Written for Period 12/15/20 Thru 01/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2012331	SCC Diversified Agency Fund	765.00	0.00	765.00	2A*0001852	2A*0001852
2A2012531	SCC Diversified Agency Fund	4,700.00	0.00	4,700.00	2A*0001853	2A*0001853
2A2101209	SCC Diversified Agency Fund	367.00	0.00	367.00	2A*0001854	2A*0001854
2A2101316	SCC Diversified Agency Fund	2,888.00	0.00	2,888.00	2A*0001855	2A*0001873
<b>Total 2A SCC Diversified Agency Fund</b>		<b>\$8,720.00</b>	<b>\$0.00</b>	<b>\$8,720.00</b>		

Checks Written for Period 12/15/20 Thru 01/25/21

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
2B2101209	SCC Bookstore Fund	1,782.99	0.00	1,782.99	2B*0002366	2B*0002367
2B2101316	SCC Bookstore Fund	24,034.96	0.00	24,034.96	2B*0002368	2B*0002371
<b>Total 2B SCC Bookstore Fund</b>		<b><u>\$25,817.95</u></b>	<b><u>\$0.00</u></b>	<b><u>\$25,817.95</u></b>		

Checks Written for Period 12/15/20 Thru 01/25/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C2012331	SCC Community Education Fund	326.97	0.00	326.97	2C*0001223	2C*0001224
2C2012531	SCC Community Education Fund	10,913.00	0.00	10,913.00	2C*0001225	2C*0001226
<b>Total 2C SCC Community Education Fund</b>		<u><u>\$11,239.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$11,239.97</u></u>		

Checks Written for Period 12/15/20 Thru 01/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S2012531	SCC Associated Students Fund	15,000.00	0.00	15,000.00	2S*0001465	2S*0001465
2S2101209	SCC Associated Students Fund	155.53	0.00	155.53	2S*0001466	2S*0001468
<b>Total 2S SCC Associated Students Fund</b>		<b><u>\$15,155.53</u></b>	<b><u>\$0.00</u></b>	<b><u>\$15,155.53</u></b>		

Checks Written for Period 12/15/20 Thru 01/25/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2T2012531	SCC Diversified Trust Fund	757.70	0.00	757.70	2T*0001564	2T*0001567
2T2101209	SCC Diversified Trust Fund	1,500.00	0.00	1,500.00	2T*0001568	2T*0001569
<b>Total 2T SCC Diversified Trust Fund</b>		<b><u><u>\$2,257.70</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$2,257.70</u></u></b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	8,720.00
Total Fund 2B SCC Bookstore Fund	25,817.95
Total Fund 2C SCC Community Education Fu	11,239.97
Total Fund 2S SCC Associated Students Fun	15,155.53
Total Fund 2T SCC Diversified Trust Fund	2,257.70
<b>Grand Total:</b>	<b><u><u>\$63,191.15</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 12/15/2020 To 01/25/2021**  
**Board Meeting on 02/08/2021**

**BACKGROUND**

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

**ANALYSIS**

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
1000	ACADEMIC SALARIES		3,500
3000	EMPLOYEE BENEFITS	21,459	
4000	SUPPLIES & MATERIALS	1,803	
5000	OTHER OPERATING EXP & SERVICES		62,816
6000	CAPITAL OUTLAY	52,938	
7900	RESERVE FOR CONTINGENCIES		9,884
<b>Total Transfer Fund 11</b>		<b>\$76,200</b>	<b>\$76,200</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		166,986
2000	CLASSIFIED SALARIES	85,802	
3000	EMPLOYEE BENEFITS		128,969
4000	SUPPLIES & MATERIALS		162,872
5000	OTHER OPERATING EXP & SERVICES	454,055	
6000	CAPITAL OUTLAY		307,439
7000	OTHER OUTGO	226,409	
<b>Total Transfer Fund 12</b>		<b>\$766,266</b>	<b>\$766,266</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
1000	ACADEMIC SALARIES	6,154	
2000	CLASSIFIED SALARIES		1,536
3000	EMPLOYEE BENEFITS	1,415	
4000	SUPPLIES & MATERIALS		8,315
5000	OTHER OPERATING EXP & SERVICES	17,582	
6000	CAPITAL OUTLAY		11,900
7000	OTHER OUTGO		3,400
<b>Total Transfer Fund 13</b>		<b>\$25,151</b>	<b>\$25,151</b>
<b><u>Fund 33: Child Development Fund</u></b>			
1000	ACADEMIC SALARIES	36,674	
2000	CLASSIFIED SALARIES	178,792	
3000	EMPLOYEE BENEFITS		13,183
4000	SUPPLIES & MATERIALS		90,000
5000	OTHER OPERATING EXP & SERVICES		14,950
6000	CAPITAL OUTLAY		97,333
<b>Total Transfer Fund 33</b>		<b>\$215,466</b>	<b>\$215,466</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
6000	CAPITAL OUTLAY		650,000
7900	RESERVE FOR CONTINGENCIES	650,000	
<b>Total Transfer Fund 41</b>		<b>\$650,000</b>	<b>\$650,000</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 12/15/2020 To 01/25/2021  
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<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 43: Bond Fund, Measure Q</u></b>		
4000 SUPPLIES & MATERIALS		7,500
6000 CAPITAL OUTLAY	7,500	
<b>Total Transfer Fund 43</b>	<b>\$7,500</b>	<b>\$7,500</b>
<b><u>Fund 61: Property and Liability Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		161,000
7900 RESERVE FOR CONTINGENCIES	161,000	
<b>Total Transfer Fund 61</b>	<b>\$161,000</b>	<b>\$161,000</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		300
6000 CAPITAL OUTLAY	300	
<b>Total Transfer Fund 79</b>	<b>\$300</b>	<b>\$300</b>
<b>BUDGET INCREASES AND DECREASES</b>		
	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	540,424	
8600 STATE REVENUES	49,648,523	
1000 ACADEMIC SALARIES		92,976
2000 CLASSIFIED SALARIES		287,939
3000 EMPLOYEE BENEFITS		158,995
4000 SUPPLIES & MATERIALS		10,818
5000 OTHER OPERATING EXP & SERVICES		49,644,698
6000 CAPITAL OUTLAY		(18,113)
7000 OTHER OUTGO		11,634
<b>Total Transfer Fund 12</b>	<b>\$50,188,947</b>	<b>\$50,188,947</b>
<b><u>Fund 33: Child Development Fund</u></b>		
8100 FEDERAL REVENUES	2,030,312	
8600 STATE REVENUES	2,637	
1000 ACADEMIC SALARIES		831,380
2000 CLASSIFIED SALARIES		400,360
3000 EMPLOYEE BENEFITS		599,762
4000 SUPPLIES & MATERIALS		24,850
5000 OTHER OPERATING EXP & SERVICES		176,597
<b>Total Transfer Fund 33</b>	<b>\$2,032,949</b>	<b>\$2,032,949</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
8900 OTHER FINANCING SOURCES	193,000	
8600 STATE REVENUES	(229,136)	
7900 RESERVE FOR CONTINGENCIES		(36,136)
<b>Total Transfer Fund 41</b>	<b>\$(36,136)</b>	<b>\$(36,136)</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
8100 FEDERAL REVENUES	1,416,487	
8800 LOCAL REVENUES	10,665	
7000 OTHER OUTGO		1,427,152
<b>Total Transfer Fund 74</b>	<b>\$1,427,152</b>	<b>\$1,427,152</b>

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
**From 12/15/2020 To 01/25/2021**  
**Board Meeting on 02/08/2021**

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
<b>B026886</b> <b>12/18/20</b>		
3000      EMPLOYEE BENEFITS	9,369	
5000      OTHER OPERATING EXP & SERVICES	515	
7900      RESERVE FOR CONTINGENCIES		9,884
<b>Total Reference B026886</b>	<b>\$9,884</b>	<b>\$9,884</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Correct budget for rescinded SRP employee (A. Medina)		
<b>BCD7SAGFP5</b> <b>12/30/20</b>		
5000      OTHER OPERATING EXP & SERVICES		32,000
6000      CAPITAL OUTLAY	32,000	
<b>Total Reference BCD7SAGFP5</b>	<b>\$32,000</b>	<b>\$32,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Renewal of Online Orientation		
<b>BC1ZUMKEQ</b> <b>01/11/21</b>		
2000      CLASSIFIED SALARIES		35,000
3000      EMPLOYEE BENEFITS		11,677
7000      OTHER OUTGO	46,677	
<b>Total Reference BC1ZUMKEQ</b>	<b>\$46,677</b>	<b>\$46,677</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Fund Student Services coordinator in First Year Support Center		
<b>BC5S4DGI1V</b> <b>01/22/21</b>		
2000      CLASSIFIED SALARIES		45,780
3000      EMPLOYEE BENEFITS		30,752
4000      SUPPLIES & MATERIALS	64,450	
5000      OTHER OPERATING EXP & SERVICES	12,082	
<b>Total Reference BC5S4DGI1V</b>	<b>\$76,532</b>	<b>\$76,532</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Closing project 2183 Biotech - transfer funds to accounts		
<b>BC79TQZLI3</b> <b>01/14/21</b>		
4000      SUPPLIES & MATERIALS	28,550	
6000      CAPITAL OUTLAY		28,550
<b>Total Reference BC79TQZLI3</b>	<b>\$28,550</b>	<b>\$28,550</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Fine & Performing Arts library database purchase		
<b>BCAODUB3XI</b> <b>12/29/20</b>		
5000      OTHER OPERATING EXP & SERVICES	135,000	
6000      CAPITAL OUTLAY		135,000
<b>Total Reference BCAODUB3XI</b>	<b>\$135,000</b>	<b>\$135,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Fund student TRI laptops		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 12/15/2020 To 01/25/2021  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 12: General Fund Restricted</b>			
<b>BCCHRKJDPI</b>	<b>12/29/20</b>		
5000	OTHER OPERATING EXP & SERVICES	32,942	
6000	CAPITAL OUTLAY		32,942
<b>Total Reference BCCHRKJDPI</b>		<b>\$32,942</b>	<b>\$32,942</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase equipment budget for purchase of Chromebooks		
<b>BCFMZSEPLI</b>	<b>01/11/21</b>		
2000	CLASSIFIED SALARIES		46,500
3000	EMPLOYEE BENEFITS		28,845
7000	OTHER OUTGO	75,345	
<b>Total Reference BCFMZSEPLI</b>		<b>\$75,345</b>	<b>\$75,345</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Adjust budget for Director Special Projects salary and benefits (L. Tran)		
<b>BCFV9HK536</b>	<b>12/29/20</b>		
1000	ACADEMIC SALARIES		26,029
2000	CLASSIFIED SALARIES	23,000	
3000	EMPLOYEE BENEFITS	3,029	
<b>Total Reference BCFV9HK536</b>		<b>\$26,029</b>	<b>\$26,029</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Clear negatives from Fall 2020 counseling services salary accounts		
<b>BCGKT4R37L</b>	<b>01/04/21</b>		
2000	CLASSIFIED SALARIES		29,325
3000	EMPLOYEE BENEFITS		9,891
5000	OTHER OPERATING EXP & SERVICES	20,000	
6000	CAPITAL OUTLAY	19,216	
<b>Total Reference BCGKT4R37L</b>		<b>\$39,216</b>	<b>\$39,216</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund payroll accounts for project 2183 Automation		
<b>BCLRSPEAG</b>	<b>01/14/21</b>		
5000	OTHER OPERATING EXP & SERVICES	38,000	
6000	CAPITAL OUTLAY		38,000
<b>Total Reference BCLRSPEAG</b>		<b>\$38,000</b>	<b>\$38,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Fund SAC library services platform using CARES institutional funds		
<b>BCOTX034QN</b>	<b>01/07/21</b>		
2000	CLASSIFIED SALARIES		75,400
3000	EMPLOYEE BENEFITS		44,600
5000	OTHER OPERATING EXP & SERVICES	120,000	
<b>Total Reference BCOTX034QN</b>		<b>\$120,000</b>	<b>\$120,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funding K12 SWP administration costs		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
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<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b>Fund 12: General Fund Restricted</b>		
<b>BCR9H60DNL 01/11/21</b>		
1000 ACADEMIC SALARIES	485	
2000 CLASSIFIED SALARIES	2,674	
4000 SUPPLIES & MATERIALS		52,538
5000 OTHER OPERATING EXP & SERVICES	49,379	
<b>Total Reference BCR9H60DNL</b>	<b>\$52,538</b>	<b>\$52,538</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Offset negative balance (project 2183 Biotech closed 12-31-2020)	
<b>BCRQSKPZAF 01/20/21</b>		
2000 CLASSIFIED SALARIES	20,000	
4000 SUPPLIES & MATERIALS	40,000	
5000 OTHER OPERATING EXP & SERVICES		60,000
<b>Total Reference BCRQSKPZAF</b>	<b>\$60,000</b>	<b>\$60,000</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Fund 5800 Marketing account	
<b>BCTWGF3S9U 01/11/21</b>		
1000 ACADEMIC SALARIES		46,989
3000 EMPLOYEE BENEFITS		19,376
7000 OTHER OUTGO	66,365	
<b>Total Reference BCTWGF3S9U</b>	<b>\$66,365</b>	<b>\$66,365</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Transfer funds to salary/benefit accounts for TANF fund adjustments	
<b>BCWVGLT5QK 12/29/20</b>		
2000 CLASSIFIED SALARIES	140,000	
3000 EMPLOYEE BENEFITS	20,000	
4000 SUPPLIES & MATERIALS		176,000
5000 OTHER OPERATING EXP & SERVICES	16,000	
<b>Total Reference BCWVGLT5QK</b>	<b>\$176,000</b>	<b>\$176,000</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Fund transfer for purchase of laptops (project 2182 Biotech)	
<b>BCWZXELUVH 12/29/20</b>		
4000 SUPPLIES & MATERIALS		50,000
5000 OTHER OPERATING EXP & SERVICES	50,000	
<b>Total Reference BCWZXELUVH</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Fund purchase of face masks for SAC (CARES institutional funds)	
<b>BCYIK7C2ME 01/21/21</b>		
2000 CLASSIFIED SALARIES	95,000	
6000 CAPITAL OUTLAY		95,000
<b>Total Reference BCYIK7C2ME</b>	<b>\$95,000</b>	<b>\$95,000</b>
<b>Reason:</b>	Special Project Adjustment	
<b>Description:</b>	Transfer funds for equipment account (SWP Local, project 2181)	

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<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b>Fund 33: Child Development Fund</b>		
<b>BCC74RG5MA 01/14/21</b>		
2000 CLASSIFIED SALARIES	102,574	
4000 SUPPLIES & MATERIALS		80,000
6000 CAPITAL OUTLAY		22,574
<b>Total Reference BCC74RG5MA</b>	<b>\$102,574</b>	<b>\$102,574</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Fund transfer for supplies and equipment		
<b>BCZMH1RTIW 01/21/21</b>		
1000 ACADEMIC SALARIES	36,674	
2000 CLASSIFIED SALARIES	48,085	
4000 SUPPLIES & MATERIALS		10,000
6000 CAPITAL OUTLAY		74,759
<b>Total Reference BCZMH1RTIW</b>	<b>\$84,759</b>	<b>\$84,759</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Fund transfer for equipment and non-instructional supplies purchase		
<b>B026896 01/13/21</b>		
6000 CAPITAL OUTLAY		75,000
7900 RESERVE FOR CONTINGENCIES	75,000	
<b>Total Reference B026896</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>Reason:</b> New Budget		
<b>Description:</b> Professional consulting services related to feasibility studies		
<b>B026898 01/13/21</b>		
6000 CAPITAL OUTLAY		75,000
7900 RESERVE FOR CONTINGENCIES	75,000	
<b>Total Reference B026898</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>Reason:</b> New Budget		
<b>Description:</b> Professional consulting services related to feasibility studies		
<b>B026899 01/14/21</b>		
6000 CAPITAL OUTLAY		500,000
7900 RESERVE FOR CONTINGENCIES	500,000	
<b>Total Reference B026899</b>	<b>\$500,000</b>	<b>\$500,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> SPAJ allocate funds from RDS project 3152 to SP3276 design phase		
<b>B026905 01/20/21</b>		
5000 OTHER OPERATING EXP & SERVICES		161,000
7900 RESERVE FOR CONTINGENCIES	161,000	
<b>Total Reference B026905</b>	<b>\$161,000</b>	<b>\$161,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Fund transfer to cover previous TOE and invoice from SELF		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 12/15/2020 To 01/25/2021  
Board Meeting on 02/08/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B026887</b>	<b>12/18/20</b>		
8100	FEDERAL REVENUES	(64,500)	
1000	ACADEMIC SALARIES		32,018
2000	CLASSIFIED SALARIES		4,843
3000	EMPLOYEE BENEFITS		7,172
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		(110,420)
6000	CAPITAL OUTLAY		(18,113)
<b>Total Reference B026887</b>		<b>\$(64,500)</b>	<b>\$(64,500)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Revise budget to match actual expenditure		
<b>B026888</b>	<b>12/29/20</b>		
8100	FEDERAL REVENUES	347,196	
1000	ACADEMIC SALARIES		22,087
2000	CLASSIFIED SALARIES		159,402
3000	EMPLOYEE BENEFITS		64,624
4000	SUPPLIES & MATERIALS		2,165
5000	OTHER OPERATING EXP & SERVICES		91,918
7000	OTHER OUTGO		7,000
<b>Total Reference B026888</b>		<b>\$347,196</b>	<b>\$347,196</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	SP 1708 Upward Bound Reg Year 4 SAC, 9/1/20-8/31/21		
<b>B026895</b>	<b>01/13/21</b>		
8100	FEDERAL REVENUES	250,000	
2000	CLASSIFIED SALARIES		160,381
3000	EMPLOYEE BENEFITS		76,560
4000	SUPPLIES & MATERIALS		1,194
5000	OTHER OPERATING EXP & SERVICES		11,865
<b>Total Reference B026895</b>		<b>\$250,000</b>	<b>\$250,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	SP 1328 SBDC 2021 new budget (DO)		
<b>BCBDEJU5PR</b>	<b>01/14/21</b>		
8600	STATE REVENUES	12,500,000	
5000	OTHER OPERATING EXP & SERVICES		12,500,000
<b>Total Reference BCBDEJU5PR</b>		<b>\$12,500,000</b>	<b>\$12,500,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	SWP 20-21 Fiscal Agent new budget		
<b>BCF5ZCAME2</b>	<b>12/16/20</b>		
8600	STATE REVENUES	40,616	
1000	ACADEMIC SALARIES		23,697
2000	CLASSIFIED SALARIES		7,686
3000	EMPLOYEE BENEFITS		9,233
<b>Total Reference BCF5ZCAME2</b>		<b>\$40,616</b>	<b>\$40,616</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	OC CIE 2018-2019 augmentation		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 12/15/2020 To 01/25/2021  
Board Meeting on 02/08/2021

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
<b>BCH0GRYAXN 01/06/21</b>		
8600 STATE REVENUES	(31,263)	
5000 OTHER OPERATING EXP & SERVICES		(31,263)
<b>Total Reference BCH0GRYAXN</b>	<b>\$(31,263)</b>	<b>\$(31,263)</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust revenue for SAC & SCC		
<b>BCRDTAQGVM 01/14/21</b>		
8600 STATE REVENUES	37,129,370	
5000 OTHER OPERATING EXP & SERVICES		37,129,370
<b>Total Reference BCRDTAQGVM</b>	<b>\$37,129,370</b>	<b>\$37,129,370</b>
<b>Reason:</b> New Budget		
<b>Description:</b> K12 SWP 20-21 (Round 3) new budget		
<b>BCTJUNCXG4 01/20/21</b>		
8600 STATE REVENUES	(58,072)	
2000 CLASSIFIED SALARIES		(43,952)
3000 EMPLOYEE BENEFITS		(1,415)
4000 SUPPLIES & MATERIALS		(12,705)
<b>Total Reference BCTJUNCXG4</b>	<b>\$(58,072)</b>	<b>\$(58,072)</b>
<b>Reason:</b> Correction		
<b>Description:</b> FY 2020-2021 SCC allocation		
<b>BCYO8PXKR3 12/29/20</b>		
8600 STATE REVENUES	31,262	
5000 OTHER OPERATING EXP & SERVICES		31,262
<b>Total Reference BCYO8PXKR3</b>	<b>\$31,262</b>	<b>\$31,262</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust revenues for SAC and SCC		
<b>B026900 01/15/21</b>		
8100 FEDERAL REVENUES	43,536	
5000 OTHER OPERATING EXP & SERVICES		43,536
<b>Total Reference B026900</b>	<b>\$43,536</b>	<b>\$43,536</b>
<b>Reason:</b> New Budget		
<b>Description:</b> SP 1298 EHS Operating TTA new budget		
<b>B026902 01/15/21</b>		
8100 FEDERAL REVENUES	1,986,776	
1000 ACADEMIC SALARIES		831,380
2000 CLASSIFIED SALARIES		400,360
3000 EMPLOYEE BENEFITS		599,762
4000 SUPPLIES & MATERIALS		24,850
5000 OTHER OPERATING EXP & SERVICES		130,424
<b>Total Reference B026902</b>	<b>\$1,986,776</b>	<b>\$1,986,776</b>
<b>Reason:</b> New Budget		
<b>Description:</b> SP 1297 EHS Operating 2021 new budget		
<b>B026903 01/15/21</b>		
8900 OTHER FINANCING SOURCES	193,000	
7900 RESERVE FOR CONTINGENCIES		193,000
<b>Total Reference B026903</b>	<b>\$193,000</b>	<b>\$193,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> SPAJ interfund transfer SAC to SP 3673 SAC facilities repair project		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 12/15/2020 To 01/25/2021  
Board Meeting on 02/08/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B026904</b>	<b>01/19/21</b>		
8600	STATE REVENUES	(229,136)	
7900	RESERVE FOR CONTINGENCIES		(229,136)
<b>Total Reference B026904</b>		<b>\$(229,136)</b>	<b>\$(229,136)</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Delete SM budget - no allocation for FY 2020-2021		
<b>B026887</b>	<b>12/18/20</b>		
8100	FEDERAL REVENUES	64,500	
7000	OTHER OUTGO		64,500
<b>Total Reference B026887</b>		<b>\$64,500</b>	<b>\$64,500</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Revise budget to match actual expenditure		
<b>B026892</b>	<b>01/09/21</b>		
8100	FEDERAL REVENUES	(94,966)	
7000	OTHER OUTGO		(94,966)
<b>Total Reference B026892</b>		<b>\$(94,966)</b>	<b>\$(94,966)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Zero out budget to close DL 2019-2020 award year in 2020-2021		
<b>B026907</b>	<b>01/25/21</b>		
8100	FEDERAL REVENUES	1,446,953	
7000	OTHER OUTGO		1,446,953
<b>Total Reference B026907</b>		<b>\$1,446,953</b>	<b>\$1,446,953</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP 1229 CARES Act - SCC. Additional budget on 01/18/21		

**RECOMMENDATION**

It is recommended the Board approve the budget transfers/adjustments as presented.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 12/15/2020 To 01/25/2021  
Board Meeting on 02/08/2021**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

**ANALYSIS**

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

**INTERFUND TRANSFERS**

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
01/11/21	J063257	Record interfund transfer from FD 13 to FD 41 for SP 3673 (SAC facilities repair project)	193,000.00

**RECOMMENDATION**

It is recommended the Board approve the intrafund and interfund transfers as presented.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 31, 2020	
Action:	Request for Approval	

**BACKGROUND**

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the second quarter in fiscal year 2020-21 ended December 31, 2020.

**ANALYSIS**

The quarterly report shows the projected Unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the six months covered in this report, the District has recognized 47.8% of budgeted revenues and other financing sources and 44.7% of budgeted expenditures and other outgo in the Unrestricted General Fund.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the CCFS-311Q for the quarter ended December 31, 2020 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 8, 2021
Prepared by:	Thao Nguyen, Manager of Budget, Forecasting and Analysis	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

California Community Colleges  
**QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q**  
 Fiscal Year 2020-2021

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2020

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	184,723,668	197,986,235	198,061,694	193,820,166
Other Financing Sources (Objects 8900)	9,143	19,820	39,189	13,467
<b>Total Unrestricted Revenues</b>	<b>184,732,811</b>	<b>198,006,055</b>	<b>198,100,883</b>	<b>193,833,633</b>
<b>Expenditures:</b>				
(Objects 1000-6000)	176,673,046	190,739,321	192,172,425	199,067,766
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	5,410,869	6,410,901	6,643,874	3,725,000
<b>Total Unrestricted Expenditures</b>	<b>182,083,915</b>	<b>197,150,222</b>	<b>198,816,299</b>	<b>202,792,766</b>
<b>Revenues Over(Under)Expenditures</b>	<b>2,648,896</b>	<b>855,833</b>	<b>(715,416)</b>	<b>(8,959,133)</b>
<b>Fund Balance, Beginning</b>	<b>35,254,317</b>	<b>37,903,213</b>	<b>38,759,046</b>	<b>38,043,630</b>
Prior Year Adjustments + (-)	0	0	0	0
<b>Adjusted Fund Balance, Beginning</b>	<b>35,254,317</b>	<b>37,903,213</b>	<b>38,759,046</b>	<b>38,043,630</b>
<b>Fund Balance, Ending</b>	<b>37,903,213</b>	<b>38,759,046</b>	<b>38,043,630</b>	<b>29,084,497</b>
% of GF Balance to GF Expenditures	20.8%	19.7%	19.1%	14.3%

II. Annualized Attendance FTES: **This data is being captured in CCFS-320 and is no longer required here.**

Annualized FTES				
(Excluding apprentices and non-residents)				

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2017-18	2018-19	2019-20	2020-21
General Fund Cash Balance (Excluding Borrowed Funds)	71,240,660	109,806,545	127,057,909	112,253,312

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	193,820,166	193,820,166	92,701,184	47.8%
Other Financing Sources (Objects 8900)	5,000	5,000	13,467	269.3%
<b>Total Unrestricted Revenues</b>	<b>193,825,166</b>	<b>193,825,166</b>	<b>92,714,651</b>	<b>47.8%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	202,501,632	199,067,766	89,061,091	44.7%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,725,000	3,725,000	1,499,665	40.3%
<b>Total Unrestricted Expenditures</b>	<b>206,226,632</b>	<b>202,792,766</b>	<b>90,560,756</b>	<b>44.7%</b>
<b>Revenues Over(Under) Expenditures</b>	<b>(12,401,466)</b>	<b>(8,967,600)</b>	<b>2,153,895</b>	
Adjusted Fund Balance, Beginning	38,043,630	38,043,630	38,043,630	
<b>Fund Balance, Ending</b>	<b>25,642,164</b>	<b>29,076,030</b>	<b>40,197,525</b>	
% of UGF Fund Balance to UGF Expenditures	12.4%	14.3%		

V. Has the district settled any employee contracts during this quarter? YES  NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**SALARIES**

Contract Period Settled (Specify)	Management/Confidential		Academic**		Classified	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

Contract Period Settled (Specify)	Management		Academic		Classified	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES  NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES  NO

Next Year?

YES  NO

**CERTIFICATION**

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

\_\_\_\_\_  
District Chief Business Officer Date

\_\_\_\_\_  
District Chief Executive Officer Date

Quarter Ended: December 31, 2020

Governing Board Meeting Date: February 8, 2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 8, 2021
Re:	Quarterly Investment Report as of December 31, 2020	
Action:	For Information	

**BACKGROUND**

The Quarterly Investment Report for the quarter ended December 31, 2020 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF). In addition, the OPEB Irrevocable Trust is managed by Public Agency Retirement Services (PARS) and invested with Vanguard funds.

**ANALYSIS**

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of December 31, 2020 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 31, 2020, (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending December 31, 2020, and (4) a copy of the District's OPEB Post-employment Benefits Trust account report for the period ending December 31, 2020 from PARS. The Trust account earned \$1,628,806 during the month of December or a 3.17% increase and \$4,596,246 during the quarter ended December 31, 2020 or a 9.44% increase due to typical market fluctuations. The current one-year rate of return on the Trust stands at 14.06%.

All investments for the quarter ended December 31, 2020 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

**RECOMMENDATION**

The quarterly investment report as of December 31, 2020 is presented as information.

Fiscal Impact:	None	Board Date: February 8, 2021
Prepared by:	Thao Nguyen, Manager of Budget, Forecasting and Analysis	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**Rancho Santiago Community College District**  
**Statement of Cash**  
**December 31, 2020**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	24,527,839	0.86%	Oct - Dec	7.71%
Bond Sinking Funds	33,490,114	0.86%	Oct - Dec	10.52%
All Other Funds	255,638,659	0.86%	Oct - Dec	80.33%
Local Agency Investment Fund (LAIF)	162,346	0.63%	Oct - Dec	0.05%
Revolving Fund, Refundable Deposits and Cash in Banks	4,400,489	0.50%	Oct - Dec	1.38%
	<u>318,219,447</u>			<u>100.00%</u>

## Rancho Santiago Community College District

### Cash Position December 31, 2020

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	109,934,527				2,218,785	100,000			112,253,312
Child Development Fund	12	33	1,072,992				103,692				1,176,684
Bond Fund Measure Q	23	43	24,527,839								24,527,839
Bond Int & Red Fund	31	21-24				33,490,114					33,490,114
Capital Outlay Projects Fund	40	41	93,449,933				5,292				93,455,225
Workers' Compensation Fund	68	62	3,106,608						60,000		3,166,608
Property and Liability Fund	70	61	5,455,759						25,000		5,480,759
Retiree Benefits Fund	71	63	40,424,521							162,346	40,586,867
Student Financial Aid	74	74	2,194,319				1,887,720				4,082,039
<b>Totals</b>			<b>280,166,498</b>	<b>-</b>	<b>-</b>	<b>33,490,114</b>	<b>4,215,489</b>	<b>100,000</b>	<b>85,000</b>	<b>162,346</b>	<b>318,219,447</b>



OFFICE OF THE TREASURER-TAX COLLECTOR  
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM




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## INTERDEPARTMENTAL COMMUNICATION

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**Date:** January 20, 2021

**To:** Chairman Andrew Do  
Vice Chairman Doug Chaffee  
Supervisor Donald P. Wagner  
Supervisor Lisa A. Bartlett

**From:** Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

**Subject:** Treasurer's Investment Report for the Month Ended December 31, 2020

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The Treasurer's Investment Report for the month ended December 31, 2020 is attached, is online at [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments) and is provided in compliance with California Government Code Sections 53607, 53646 and 27134 and the County's Investment Policy Statement (IPS). This report contains various charts and information.

### INVESTMENT POOL COMPOSITION

The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other specific non-pooled investment funds. Investment of these public funds by the County Treasurer is based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner that will provide for maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all statutes and resolutions governing the investment of public funds.

The County Treasurer currently maintains four funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), the John Wayne Airport Investment Fund and the Extended Fund. Standard & Poor's, on December 16, 2020 reaffirmed their highest rating of AAAM on the OCMMF and the OCEMMF. The OCIP is comprised of the OCMMF and portions of the Extended Fund. The OCEIP is comprised of the OCMMF and portions of the Extended Fund.

The maximum maturity of investments for the OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 48 and 9, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 46. The maximum maturity of the Extended Fund is five years, with duration not to exceed 1.5 years, and the duration is currently at 0.64. The investments in all of the funds are marked to market daily to calculate the daily fair value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

### ECONOMIC UPDATE

In December 2020, the job market lost 140,000 jobs, and November's job numbers were revised upward by 91,000 to 336,000. The U.S. unemployment rate for December remained unchanged at 6.7%. The U.S. Gross Domestic Product third quarter rate was revised up to 33.4% from 33.1%. The Empire State Manufacturing Index decreased to 4.9 in December from 6.3 in November. The Philadelphia Fed Index decreased to 11.1 in December from 26.3 in November. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. The index for pending home sales increased 16.0% on a year-over-year basis in November, down from 19.7% (revised) in October.

4.4 (4)

*Mission: Ensure safe and timely receipt, deposit, collection and investment of public funds.*

The 10-year Treasury rate increased from 0.84% in November to 0.93% in December. The short-term 90-day T-bill rate increased from 0.08% in November to 0.09% at the end of December. The rate on the 2-year Treasury note was 0.13% at the end of December, down from the November rate of 0.16%.

### **INVESTMENT INTEREST YIELDS AND FORECAST**

The current gross and net year-to-date yields for fiscal year 2020/2021 are 0.99% and 0.93% for both OCIP and OCEIP respectively. The current gross and net yields forecast for fiscal year 2020/2021 for both OCIP and OCEIP are 0.86% and 0.80% respectively.

### **APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS**

Monthly, the County Treasurer apportions the accrued interest earnings. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution for October 2020, November 2020 and December 2020 interest apportionments are expected to be paid in January 2021, February 2021 and March 2021 respectively. The investment administrative fee for fiscal year 2020/2021 is estimated at 5.9 basis points.

### **TEMPORARY TRANSFERS**

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the OCEIP total \$40 million and will be repaid by January 29, 2021.

### **PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS**

Under guidelines outlined in the current IPS, the County Treasurer may invest in "AA" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$231.9 million in County of Orange debt, which represents approximately 2.1 % of total pooled assets. On January 14, 2021, the Investment Pools purchased, at par value, \$484.8 million of unrated County of Orange Taxable Pension Obligations Bonds 2021 Series A debt in a private placement with coupon interest rates ranging from 0.374% to 0.418%. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

### **COMPLIANCE SUMMARY**

The investment portfolios had three IPS compliance exceptions in the month of December, 2020. These compliance deficiencies were related to the IPS issuer and portfolio limits of 10% and 20% respectively for the AAAM rated Government Money Market Mutual Funds and were cured within two business days. The Auditor-Controller contracted with Eide Bailly (EB) to perform one of their required audits of the Treasury. On December 24, 2020, EB issued their Report of the Schedule of Assets Held by the County Treasury as of June 30, 2019. In their Independent Auditor's Report, they opined that the Schedule of Assets Held by the County Treasury presents fairly, in all material respects, the assets held in the County Treasury as of June 30, 2019, in accordance with the modified basis of accounting as described in the notes to the financial schedule. On December 28, 2020, the Auditor-Controller issued their report on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended September 30, 2020 that stated that two compliance exceptions were identified and that they were reported in the August Treasurer's Monthly Investment Report.

### **CREDIT UPDATE**

During December, there was one change to the Treasurer's Approved Issuer List. The Credit Investment Committee approved the addition of the County of Orange Taxable Pension Obligations Bonds, 2021 Series A. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly and annual basis.

I certify that this report includes all pooled and non-pooled investments as of December 31, 2020 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 19, 2019. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures  
cc: Distribution List

4.4 (5)



**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**SUMMARY OF INVESTMENT DATA**

**INVESTMENT TRENDS**

	DECEMBER 2020	NOVEMBER 2020	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2019	INCREASE (DECREASE)	NET CHANGE %
<b><u>Orange County Investment Pool (OCIP)</u></b>							
End Of Month Market Value <sup>1</sup>	\$ 5,496,853,516	\$ 5,186,612,681	\$ 310,240,835	5.982%	\$5,091,530,022	\$ 405,323,494	7.961%
End Of Month Book Value	\$ 5,471,362,174	\$ 5,157,909,275	\$ 313,452,899	6.077%	\$5,074,870,551	\$ 396,491,623	7.813%
Monthly Average Balance <sup>2</sup>	\$ 6,401,432,470	\$ 5,274,661,709	\$ 1,126,770,761	21.362%	\$5,625,603,546	\$ 775,828,924	13.791%
Year-To-Date Average Balance <sup>2</sup>	\$ 5,088,152,087	\$ 4,825,496,011	\$ 262,656,076	5.443%	\$4,303,850,963	\$ 784,301,124	18.223%
Monthly Accrued Earnings <sup>4</sup>	\$ 4,278,266	\$ 3,969,109	\$ 309,157	7.789%	\$9,423,469	\$ (5,145,203)	-54.600%
Monthly Net Yield <sup>4</sup>	0.708%	0.840%	-0.132%	-15.714%	1.881%	-1.173%	-62.360%
Year-To-Date Net Yield <sup>4</sup>	0.932%	0.993%	-0.061%	-6.133%	2.112%	-1.180%	-55.871%
Annual Estimated Gross Yield <sup>4,5</sup>	0.860%	0.860%	0.000%	0.000%	1.868%	-1.008%	-53.961%
Weighted Average Maturity (WAM) <sup>6</sup>	227	248	(21)	-8.527%	219	8	3.653%
<b><u>Orange County Educational Investment Pool (OCEIP)</u></b>							
End Of Month Market Value <sup>1,3</sup>	\$ 5,636,658,652	\$ 4,943,293,328	\$ 693,365,324	14.026%	\$6,099,020,032	\$ (462,361,380)	-7.581%
End Of Month Book Value <sup>3</sup>	\$ 5,610,584,225	\$ 4,915,473,437	\$ 695,110,788	14.141%	\$6,076,480,394	\$ (465,896,169)	-7.667%
Monthly Average Balance	\$ 5,016,192,090	\$ 4,867,429,933	\$ 148,762,157	3.056%	\$5,126,497,577	\$ (110,305,487)	-2.152%
Year-To-Date Average Balance	\$ 5,065,082,101	\$ 5,074,860,103	\$ (9,778,002)	-0.193%	\$4,935,620,248	\$ 129,461,853	2.623%
Monthly Accrued Earnings <sup>4</sup>	\$ 3,073,411	\$ 3,651,659	\$ (578,248)	-15.835%	\$8,803,880	\$ (5,730,469)	-65.090%
Monthly Net Yield <sup>4</sup>	0.641%	0.838%	-0.197%	-23.508%	1.936%	-1.295%	-66.890%
Year-To-Date Net Yield <sup>4</sup>	0.932%	0.992%	-0.060%	-6.010%	2.150%	-1.218%	-56.651%
Annual Estimated Gross Yield <sup>4,5</sup>	0.860%	0.860%	0.000%	0.000%	1.928%	-1.068%	-55.394%
Weighted Average Maturity (WAM) <sup>6</sup>	224	251	(27)	-10.842%	245	(21)	-8.571%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust.

<sup>2</sup> The OCIP Monthly Average Balance was higher than the prior month and the Monthly Average Balance and Year-to-Date Average Balance were higher than the prior year primarily due to higher property tax receipts and some remaining unspent funds from the \$554 million CARES Act funds from the Federal Government received in March 2020.

<sup>3</sup> The OCEIP End of Month Market Value and End of Month Book Value were higher than the prior month primarily due to the receipt of secured property tax apportionments on December 21, 2020 for \$1.06 billion up from last year's apportionment of \$1.05 million offset by decreases in bond proceeds accounts.

<sup>4</sup> The OCIP and OCEIP Monthly Accrued Earnings, Monthly Net Yield, Year-To-Date Net Yield and Annual Estimated Gross Yield were lower than the prior year primarily due to the five Federal Reserve short-term rate cuts totaling 2.25% since June 2019. The OCIP and OCEIP Monthly Accrued Earnings and the OCEIP Monthly Net Yield were lower than the prior month due to investment maturities being replaced with lower yielding and shorter-term investments.

<sup>5</sup> The OCIP and OCEIP Annual Estimated Gross Yields for December 2019 are reported at the actual annual adjusted gross yields for FY 19-20.

<sup>6</sup> In November 2020, the OCEIP Weighted Average Maturity (WAM) declined from the prior month primarily due to the investment strategy put in place in March 2020 to increase liquidity in the pooled funds.

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
 FOR THE MONTH AND QUARTER ENDED: December 31, 2020

**INVESTMENT STATISTICS - By Investment Pool**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/2020	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
Orange County Investment Pool (OCIP)	MARKET Value \$ 5,496,853,516	227	0.714%	0.767%	0.874%	1.0047
	COST (Capital) \$ 5,470,276,051					
	MONTHLY AVG Balance \$ 6,401,432,470					
	QUARTERLY AVG Balance \$ 5,539,807,381					
	BOOK Value \$ 5,471,362,174					
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 5,636,658,652	224	0.726%	0.700%	0.858%	1.0046
	COST (Capital) \$ 5,609,469,934					
	MONTHLY AVG Balance \$ 5,016,192,090					
	QUARTERLY AVG Balance \$ 4,944,596,853					
	BOOK Value \$ 5,610,584,225					

**INVESTMENT STATISTICS - Non-Pooled Investments**

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST
Specific Investment		
Funds:	MARKET Value \$ 112,114,988	John Wayne Airport Investment Fund 53,323,618
283, FVSD, CCCD	COST (Capital) \$ 108,995,752	Fountain Valley School District Fund 40 34,680,246
	MONTHLY AVG Balance \$ 108,322,085	CCCD Series 2017E Bonds 21,992,707
	QUARTERLY AVG Balance \$ 109,377,495	
	BOOK Value \$ 108,606,249	
		\$ 109,996,571

**MONTH END TOTALS**

INVESTMENTS & CASH		INVESTMENTS & CASH	
<b>COUNTY MONEY MARKET FUND (OCMMF)</b>			
County Money Market Fund	\$ 291,647,257	OCIP	\$ 5,570,849,154
County Cash & Cash Equivalent	100,573,103	OCEIP	6,142,496,539
<b>EXTENDED FUND</b>	10,476,413,443	Specific Investment Funds	109,996,571
<b>EDUCATIONAL MONEY MARKET FUND (OCEMMF)</b>		Non-Pooled Cash & Cash Equivalent	16,394,770
Educational Money Market Fund	311,685,285		
Educational Cash & Cash Equivalent	533,026,605		
<b>NON-POOLED INVESTMENTS</b>			
Non-Pooled Investments @ Cost	109,996,571		
Non-Pooled Cash & Cash Equivalent	16,394,770		
	\$ 11,839,737,034		\$ 11,839,737,034

**KEY POOL STATISTICS**

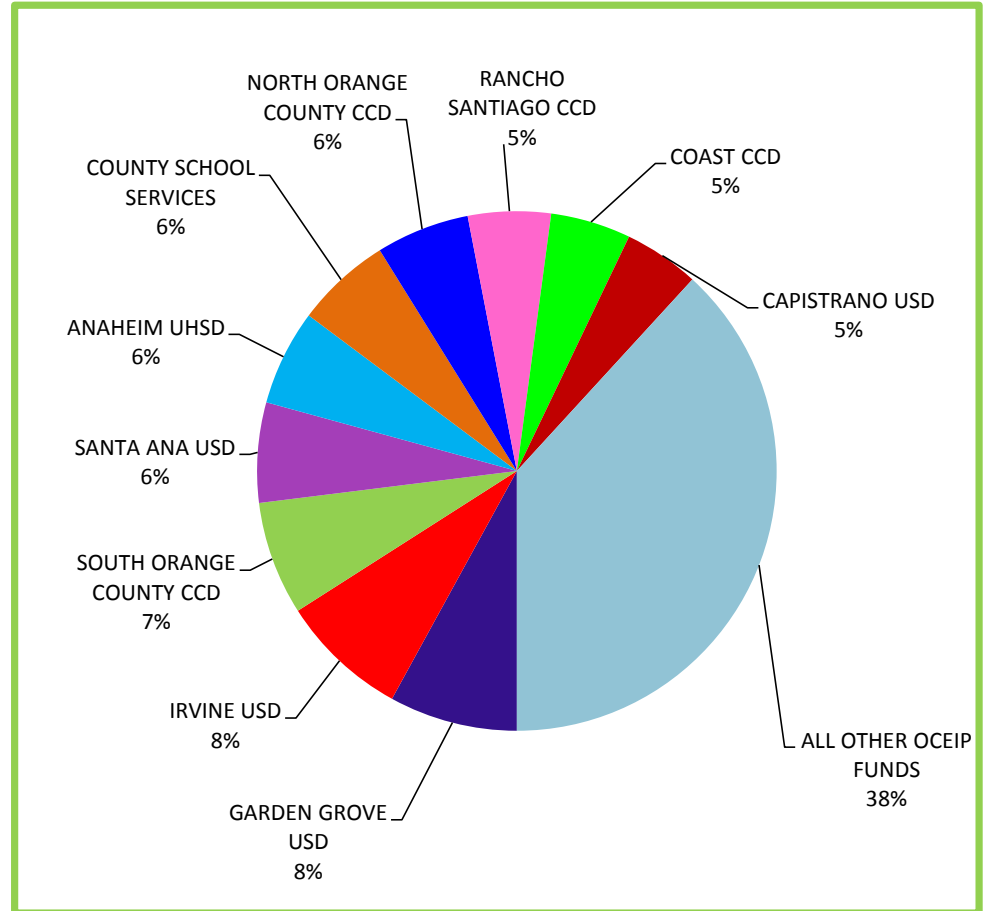
INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.095%	OCIP	227
OCIP - YTD NET YIELD	0.932%	OCEIP	224
OCEIP - YTD NET YIELD	0.932%	JOHN WAYNE AIRPORT	46
90-DAY T-BILL YIELD - MONTHLY AVERAGE	0.079%	LGIP (Standard & Poors)	46

NOTE: The Portfolio Investment Inventory with Market Value Reports and the Detailed Transaction Reports do not include Money Market Mutual Fund balances and transactions invested in the Northern Trust Treasury Portfolio Money Market Mutual Fund, and due to this, the totals above will not match the totals in those reports.

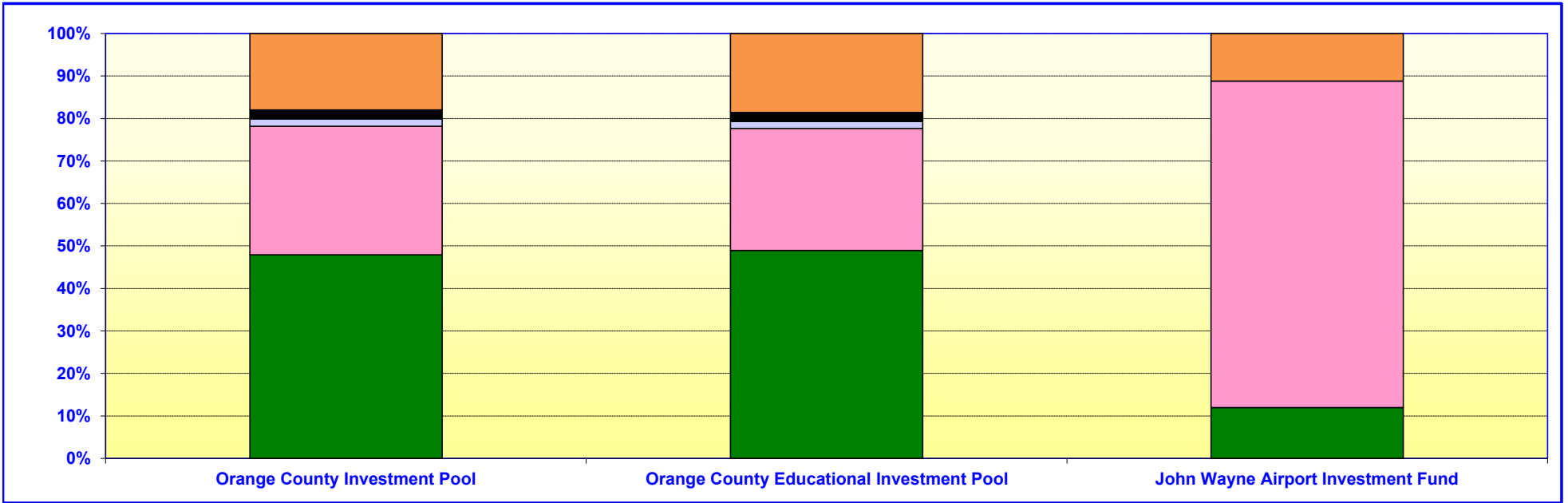
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL  
TOP TEN POOL PARTICIPANTS  
AS OF DECEMBER 31, 2020**

DISTRICT #	SCHOOL DISTRICT	BALANCE <sup>(1)</sup>
72	GARDEN GROVE USD	\$ 490,126,696 (1)
75	IRVINE USD	490,120,425 (1)
96	SOUTH ORANGE COUNTY CCD	434,460,214
84	SANTA ANA USD	382,597,968 (1)
64	ANAHEIM UHSD	365,821,753 (1)
94	COUNTY SCHOOL SERVICES	364,888,603
88	NORTH ORANGE COUNTY CCD	356,654,360 (1)
92	RANCHO SANTIAGO CCD	316,687,005 (1)
90	COAST CCD	306,607,237 (1)
68	CAPISTRANO USD	288,666,832
	ALL OTHER OCEIP FUNDS	2,345,865,446
	<b>TOTAL</b>	<b><u>\$ 6,142,496,539</u></b>

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings**  
**December 31, 2020**

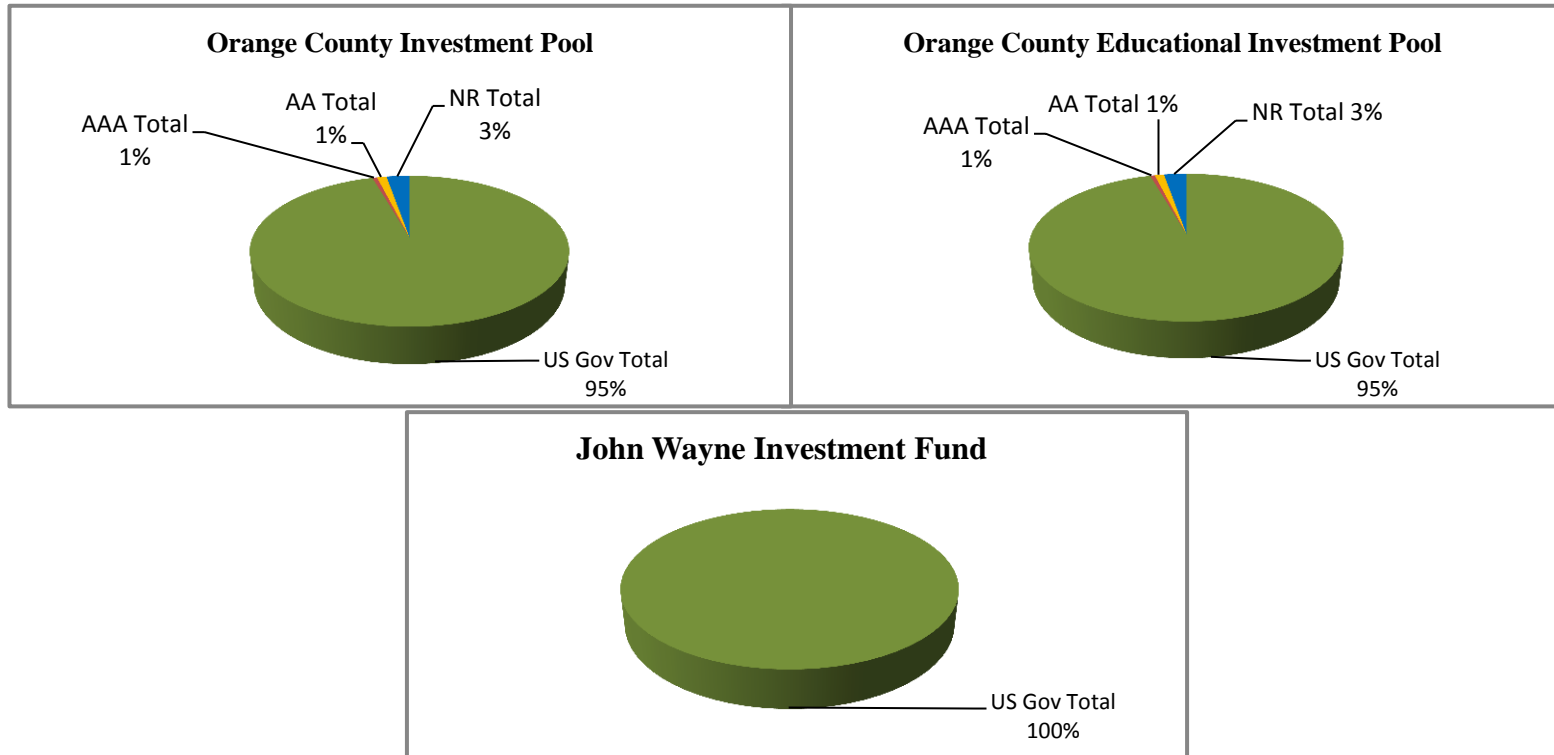


Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,585,896	47.04%
U. S. TREASURIES	1,629,741	29.65%
MEDIUM-TERM NOTES	92,903	1.69%
MUNICIPAL DEBT	114,654	2.09%
MONEY MARKET MUTUAL FUNDS	1,037,137	18.87%
LOCAL AGENCY INVESTMENT FUND	36,523	0.66%
	<u>\$ 5,496,854</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,740,670	48.62%
U. S. TREASURIES	1,605,807	28.49%
MEDIUM-TERM NOTES	95,041	1.69%
MUNICIPAL DEBT	117,293	2.08%
MONEY MARKET MUTUAL FUNDS	1,040,485	18.46%
LOCAL AGENCY INVESTMENT FUND	37,363	0.66%
	<u>\$ 5,636,659</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 6,373	11.95%
U. S. TREASURIES	\$ 40,997	76.86%
MONEY MARKET MUTUAL FUNDS	\$ 5,967	11.19%
	<u>\$ 53,337</u>	<u>100.00%</u>

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 December 31, 2020

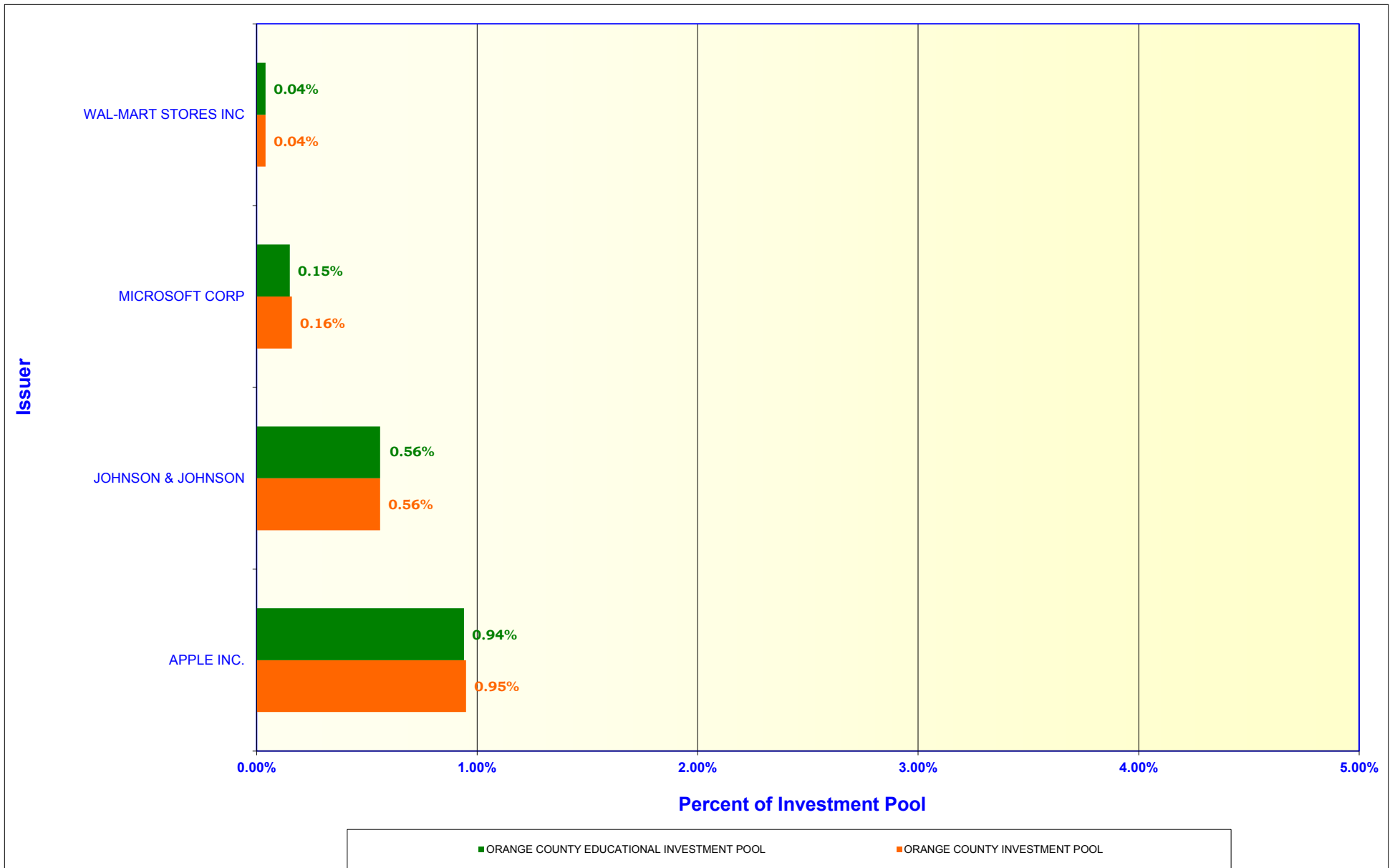


*US GOV Includes Agency Debt, Treasury Debt and US Gov. MMMF's*

*AA includes AA+, AA-, & AA*

*NR Includes LAIF and Orange County Pension Obligation Bonds*

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**MEDIUM-TERM NOTES**  
**ISSUER CONCENTRATION-By Investment Pool**  
 December 31, 2020



**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**APPROVED ISSUER LIST - OCIP, OCEIP, and JWA**

December 31, 2020

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
<b>U.S. TREASURY SECURITIES</b>						
U.S. GOVERNMENT*	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>U.S. GOVERNMENT AGENCY SECURITIES*</b>						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>MEDIUM-TERM NOTES</b>						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
MICROSOFT CORPORATION	A-1+	P-1	F1+	AAA	Aaa	AA+
<b>ISSUERS ON HOLD</b>						
JOHNSON & JOHNSON (SEPTEMBER, 2019)**	A-1+	P-1	F1+	AAA	Aaa	AAA
WALMART INC (JULY, 2018)***	A-1+	P-1	F1+	AA	Aa2	AA
<b>MUNICIPAL BONDS</b>						
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2020 SERIES A	NR	NR	NR	NR	NR	NR
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2021 SERIES A	NR	NR	NR	NR	NR	NR
<b>STATE POOL - LOCAL AGENCY INVESTMENT FUND</b>						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
<b>MONEY MARKET MUTUAL FUNDS ****</b>						
<b>NAME OF FUND</b>	<b>S &amp; P</b>	<b>Moody's</b>	<b>Fitch</b>			
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm	Aaa-mf	AAAmf			
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm	Aaa-mf	NR			
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm	Aaa-mf	NR			
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm	NR	NR			

\* Fitch changed its Outlook from Stable to Negative, but affirmed their L/T issuer rating at AAA on July 31, 2020.

\*\* Moody's placed its L/T issuer credit rating on Negative Outlook on August 28, 2019.

\*\*\* S&P changed its Outlook from Negative back to Stable on June 10, 2019.

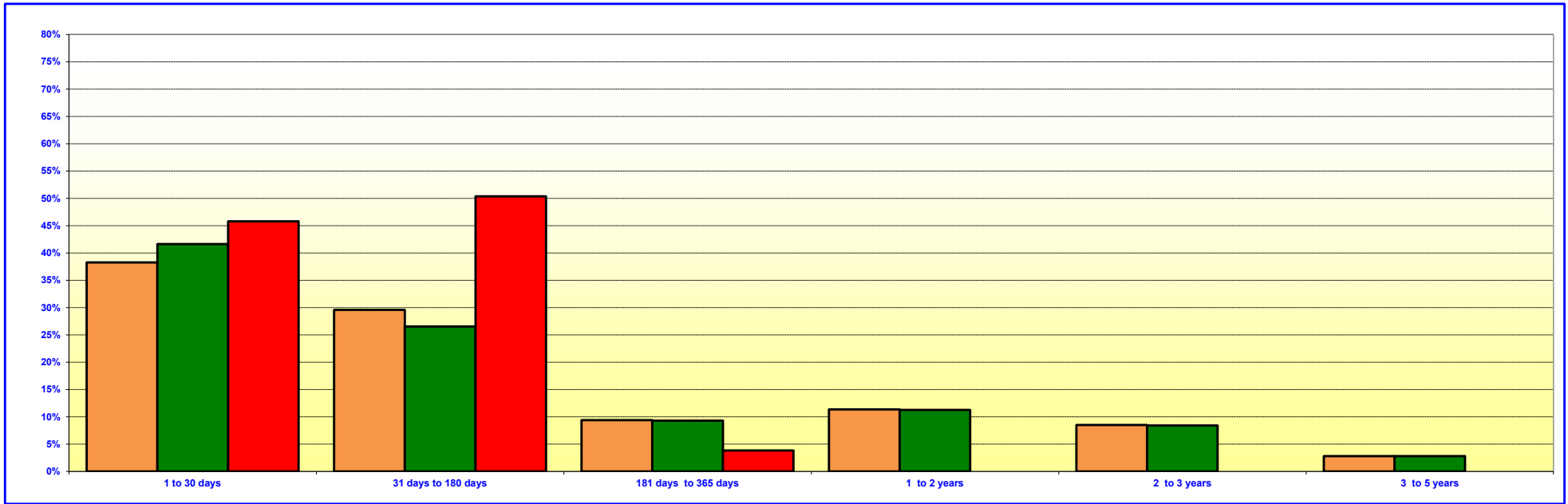
\*\*\*\* All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its Agencies.

**Orange County Treasurer-Tax Collector  
Changes in Approved Issuer's List  
For the Month Ended December 31, 2020**

During December, County of Orange Taxable Pension Obligation Bonds 2021 Series A was added to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly and annual basis.



**ORANGE COUNTY TREASURER - TAX COLLECTOR  
MATURITIES DISTRIBUTION  
December 31, 2020**



<b>ORANGE COUNTY INVESTMENT POOL</b>			
	In Thousands <sup>(1)(2)</sup>		%
1 TO 30 DAYS	\$	2,058,687	38.28%
31 TO 180 DAYS		1,591,340	29.59%
181 TO 365 DAYS		504,619	9.38%
1 YEAR TO 2 YEARS		612,228	11.39%
2 YEARS TO 3 YEARS		458,092	8.52%
3 YEARS TO 5 YEARS		152,517	2.84%
<b>TOTAL</b>	<b>\$</b>	<b>5,377,483</b>	<b>100.00%</b>

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>			
	In Thousands <sup>(1)(2)</sup>		%
1 TO 30 DAYS	\$	2,335,841	41.64%
31 TO 180 DAYS		1,489,262	26.55%
181 TO 365 DAYS		521,397	9.29%
1 YEAR TO 2 YEARS		632,584	11.28%
2 YEARS TO 3 YEARS		473,323	8.43%
3 YEARS TO 5 YEARS		157,588	2.81%
<b>TOTAL</b>	<b>\$</b>	<b>5,609,995</b>	<b>100.00%</b>

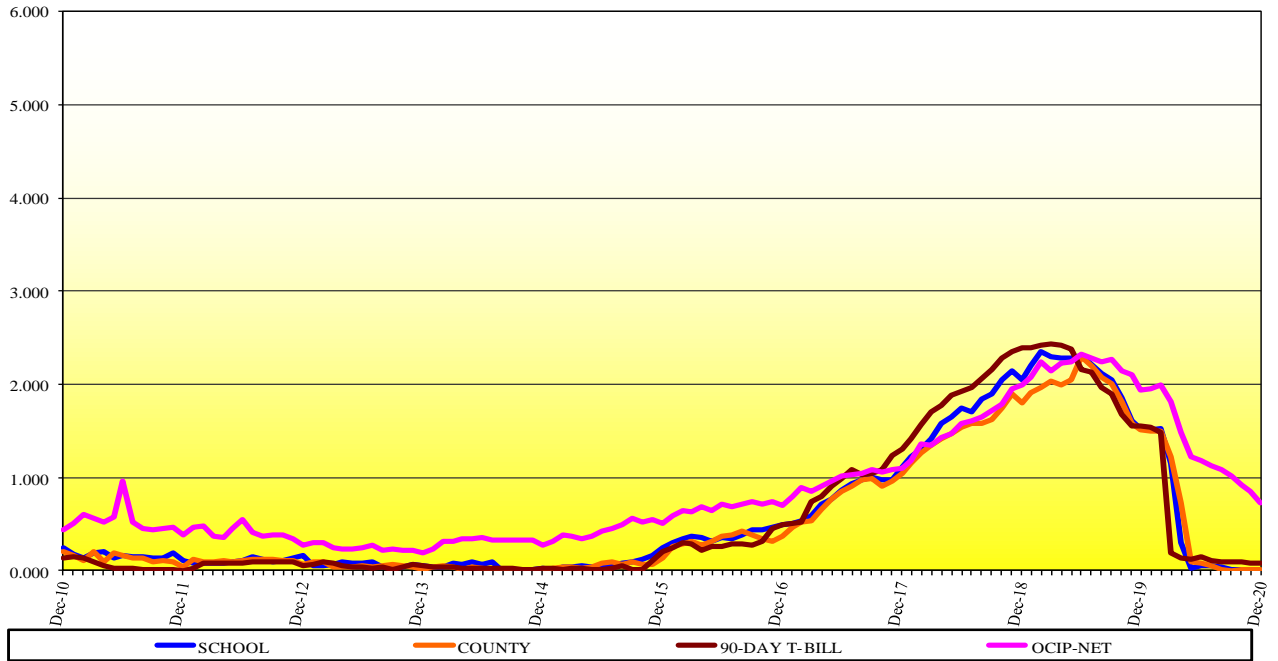
<b>JOHN WAYNE AIRPORT INVESTMENT FUND</b>			
	In Thousands <sup>(1)(2)</sup>		%
1 TO 30 DAYS	\$	23,966	45.79%
31 TO 180 DAYS		26,375	50.39%
181 TO 365 DAYS		2,000	3.82%
<b>TOTAL</b>	<b>\$</b>	<b>52,341</b>	<b>100.00%</b>

(1) Maturity limits are calculated using face value.

(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 12/31/2020, Floating Rate Notes comprise 0.01% and 0.01% of the Orange County Investment Pool and Orange County Educational Investment Pool.

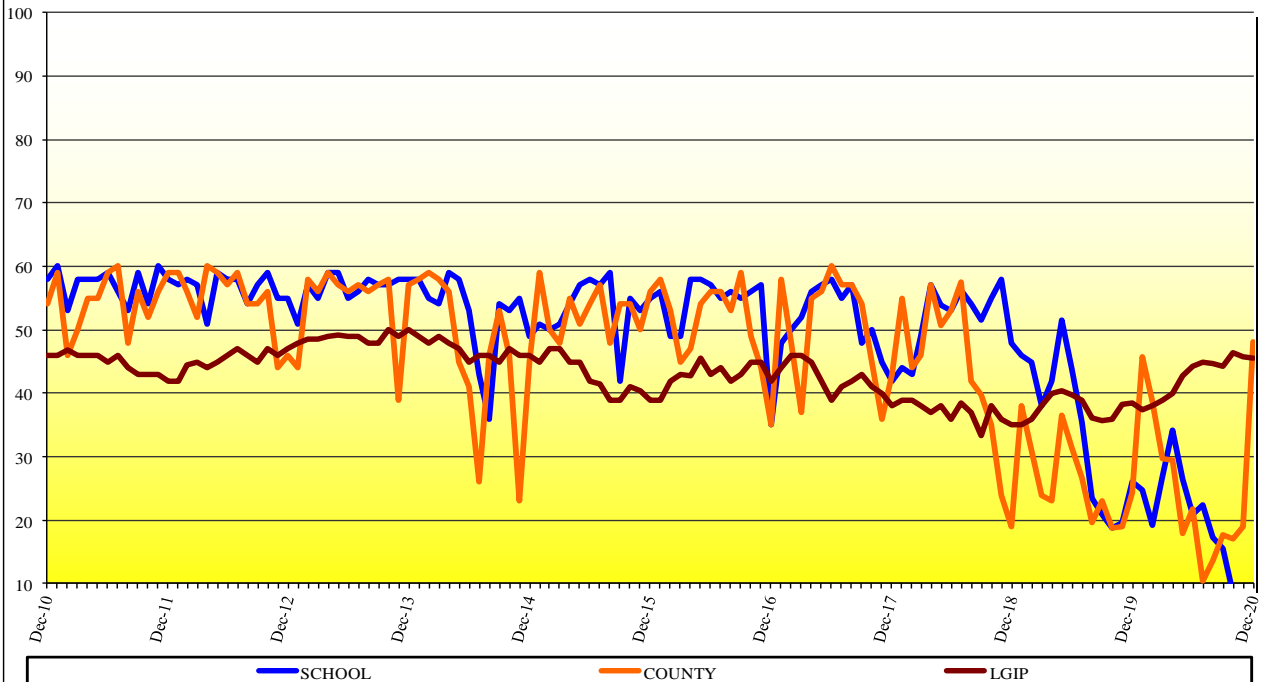
**ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS  
(INTEREST RATE YIELD)**

For The Period December 2010 to December 2020



**ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES  
WEIGHTED AVERAGE MATURITY (WAM)**

For The Period December 2010 to December 2020



**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**INVESTMENT POOL YIELDS**

July 1, 2020 - June 30, 2021

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month December 2020</i>				
OCMMF	\$ 291,657,347	\$ 35,860	0.069%	48
OCEMMF	\$ 311,695,334	\$ 19,757	0.059%	9
Extended Fund	\$ 10,530,159,487	\$ 7,296,060	0.829%	237
<i>November 2020</i>				
OCMMF	\$ 504,115,015	\$ 31,703	0.070%	19
OCEMMF	\$ 404,773,832	\$ 20,780	0.065%	9
Extended Fund	\$ 9,221,017,162	\$ 7,568,285	1.001%	273
<i>October 2020</i>				
OCMMF	\$ 716,917,975	\$ 39,934	0.066%	17
OCEMMF	\$ 507,397,580	\$ 29,126	0.066%	8
Extended Fund	\$ 8,884,269,756	\$ 8,155,061	1.109%	288
<i>September 2020</i>				
OCMMF	\$ 590,575,543	\$ 26,769	0.062%	18
OCEMMF	\$ 601,602,920	\$ 34,416	0.075%	16
Extended Fund	\$ 8,723,703,333	\$ 8,688,702	1.213%	292
<i>August 2020</i>				
OCMMF	\$ 524,647,033	\$ 29,076	0.076%	14
OCEMMF	\$ 556,943,376	\$ 55,712	0.095%	17
Extended Fund	\$ 8,594,964,648	\$ 9,186,269	1.270%	299
<i>July 2020</i>				
OCMMF	\$ 449,257,628	\$ 41,168	0.116%	10
OCEMMF	\$ 790,294,575	\$ 75,831	0.112%	23
Extended Fund	\$ 8,605,695,403	\$ 9,987,925	1.337%	312
<i>June 2020</i>				
OCMMF	\$ 461,349,101	\$ 44,393	0.123%	22
OCEMMF	\$ 866,278,092	\$ 68,468	0.103%	21
Extended Fund	\$ 8,872,386,119	\$ 10,477,600	1.401%	316
<i>May 2020</i>				
OCMMF	\$ 436,729,474	\$ 88,417	0.152%	18
OCEMMF	\$ 846,509,765	\$ 49,734	0.091%	26
Extended Fund	\$ 9,502,122,319	\$ 11,800,694	1.433%	306
<i>April 2020</i>				
OCMMF	\$ 908,870,759	\$ 869,941	0.786%	29
OCEMMF	\$ 657,310,290	\$ 175,449	0.362%	34
Extended Fund	\$ 10,056,392,307	\$ 12,982,264	1.688%	300
<i>March 2020</i>				
OCMMF	\$ 1,420,105,093	\$ 1,281,232	1.278%	30
OCEMMF	\$ 618,980,965	\$ 476,770	1.217%	27
Extended Fund	\$ 8,123,550,157	\$ 14,066,515	2.022%	398
<i>February 2020</i>				
OCMMF	\$ 1,153,441,598	\$ 1,217,632	1.559%	39
OCEMMF	\$ 570,684,000	\$ 791,560	1.582%	19
Extended Fund	\$ 8,337,429,543	\$ 14,325,832	2.158%	383
<i>January 2020</i>				
OCMMF	\$ 920,091,028	\$ 1,340,951	1.554%	46
OCEMMF	\$ 667,603,769	\$ 1,047,949	1.576%	25
Extended Fund	\$ 8,604,826,998	\$ 15,258,645	2.091%	339
<b>Fiscal Year July 1, 2020 - June 30, 2021</b>	<b>Average Month End Market Value Balance</b>	<b>YTD Interest Income</b>	<b>YTD Gross Yield</b>	<b>YTD Average</b>
<b>OCIP</b>	\$ 4,972,687,358	\$ 25,695,824	0.991%	255
<b>OCEIP</b>	\$ 5,162,260,633	\$ 25,626,609	0.991%	255

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
CASH AVAILABILITY PROJECTION  
FOR THE SIX MONTHS ENDING JUNE 30, 2021**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending June 30, 2021, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

<b>ORANGE COUNTY INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2020 - Ending Cash				\$ 100,573,103
January	\$ 1,231,763,472	\$ 544,195,676	\$ 943,232,553	933,299,698
February	477,598,223	529,107,256	381,224,053	1,558,781,124
March	588,749,550	1,166,765,314	1,042,757,260	2,271,538,728
April	394,168,070	2,825,112,677	2,603,827,063	2,886,992,412
May	31,453,739	296,545,047	1,032,208,260	2,182,782,938
June	148,157,946	422,827,693	736,703,331	2,017,065,246

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2020 - Ending Cash				\$ 533,026,605
January	\$ 1,872,783,987	\$ 472,733,525	\$ 1,081,607,349	1,796,936,768
February	427,206,804	157,669,425	754,821,785	1,626,991,212
March	561,375,811	1,049,640,767	772,621,836	2,465,385,954
April	352,087,085	1,343,327,423	736,588,046	3,424,212,416
May	32,177,462	621,698,322	720,012,002	3,358,076,198
June	151,566,935	476,532,333	734,985,255	3,251,190,211

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**STATEMENT OF ACCOUNTABILITY**  
**For the Month and Quarter Ended December 31, 2020**

	<u>Month</u>	<u>Quarter</u>
<b>Treasurer's Accountability at the Beginning of the Period:</b>	<b>\$ 10,443,477,634</b>	<b>\$ 9,992,086,366</b>
<b>Cash Receipts:</b>		
County	2,810,603,233	5,496,002,418
School and Community College Districts	1,796,967,690	3,095,014,350
<b>Total Cash Receipts</b>	<u>4,607,570,923</u>	<u>8,591,016,768</u>
<b>Cash Disbursements:</b>		
County	2,626,597,527	4,588,913,998
School and Community College Districts	571,264,769	2,147,409,713
<b>Total Cash Disbursements</b>	<u>3,197,862,296</u>	<u>6,736,323,711</u>
<b>Net Change in Cost Value of Pooled Assets</b>	<u>1,409,708,627</u>	<u>1,854,693,057</u>
<b>Net Increase in Non-Pooled Investments</b>	22,791	127,728
<b>Net (Decrease) in Non-Pooled Cash</b>	<u>(13,472,018)</u>	<u>(7,170,117)</u>
<b>Treasurer's Accountability at the End of the Period:</b>	<b><u>\$ 11,839,737,034</u></b>	<b><u>\$ 11,839,737,034</u></b>
<b>Assets in the Treasury at the End of the Period (at Cost Value):</b>		
<b>Pooled Investments:</b>		
Orange County Investment Pool		\$ 5,470,276,051
Orange County Educational Investment Pool		5,609,469,934
<b>Total Pooled Investments</b>		<u>11,079,745,985</u>
<b>Non-Pooled Investments:</b>		
Non-Pooled Investments - John Wayne Airport		53,323,618
Non-Pooled Investments - Fountain Valley School District Fund 40		34,680,246
Non-Pooled Investments - CCCD Series 2017E Bonds		21,992,707
<b>Total Non-Pooled Investments</b>		<u>109,996,571</u>
<b>Cash and Cash Equivalent:</b>		
Cash in banks - County		100,542,418
Cash in banks - Schools		533,026,605
Cash in banks - OC Sheriff		12,305,006
Cash in banks - John Wayne Airport		4,089,764
Cash - Other		30,685
<b>Total Cash</b>		<u>649,994,478</u>
<b>Total Assets in the Treasury at the End of the Period:</b>		<b><u>\$ 11,839,737,034</u></b>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 01/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2020.

Earnings Ratio		.00001719170547343
Interest Rate		0.63%
Dollar Day Total	\$	14,935,137.12
Quarter End Principal Balance	\$	162,390.81
Quarterly Interest Earned	\$	256.76



# PMIA/LAIF Performance Report as of 01/08/21



## PMIA Average Monthly Effective Yields<sup>(1)</sup>

Dec	0.540
Nov	0.576
Oct	0.620

## Quarterly Performance Quarter Ended 09/30/20

LAIF Apportionment Rate <sup>(2)</sup> :	0.84
LAIF Earnings Ratio <sup>(2)</sup> :	0.00002309407394024
LAIF Fair Value Factor <sup>(1)</sup> :	1.004114534
PMIA Daily <sup>(1)</sup> :	0.65%
PMIA Quarter to Date <sup>(1)</sup> :	0.80%
PMIA Average Life <sup>(1)</sup> :	169

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 11/30/20 \$103.0 billion

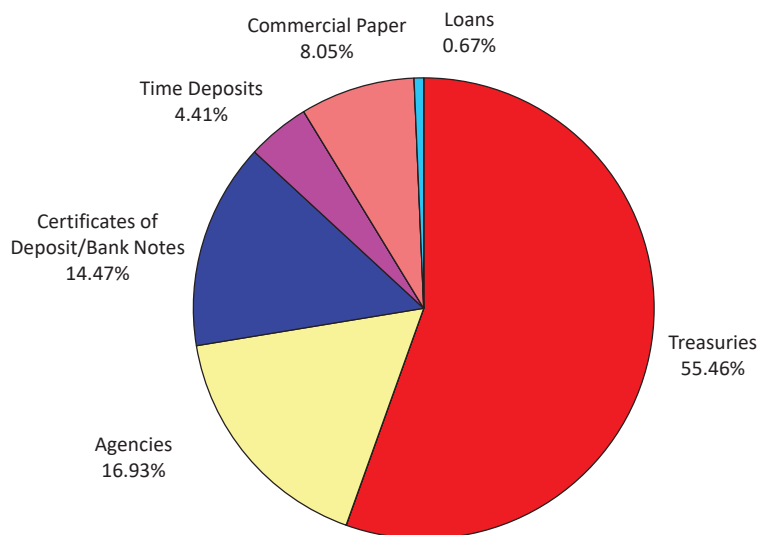


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
PARS Post-Employment Benefits Trust

Account Report for the Period  
12/1/2020 to 12/31/2020

Peter Hardash  
Vice Chancellor, Business Ops/Fiscal Services  
Rancho Santiago Community College District  
2323 N Broadway, #404-1  
Santa Ana, CA 92706

## Account Summary

Source	Balance as of 12/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 12/31/2020
OPEB	\$51,347,206.24	\$0.00	\$1,628,805.89	\$9,076.99	\$0.00	\$0.00	\$52,966,935.14
<b>Totals</b>	<b>\$51,347,206.24</b>	<b>\$0.00</b>	<b>\$1,628,805.89</b>	<b>\$9,076.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$52,966,935.14</b>

## Investment Selection

Source	
OPEB	Vanguard Balanced Strategy

## Investment Objective

Source	
OPEB	The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

## Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.17%	9.49%	14.06%	-	-	-	6/26/2019

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	February 8, 2021
Re:	Approval of Lease Agreement between RSCCD and Congressman Jose Luis "Lou" Correa at the District Office, 2323 N. Broadway, Suite 319, Santa Ana, CA		
Action:	Request for Approval		

**BACKGROUND**

Congressman Jose Luis "Lou" Correa has requested to continue leasing available office space in the Rancho Santiago Community College District Office located at 2323 N. Broadway in Santa Ana. Congressman Correa previously leased available office space through January 2, 2021. This new lease agreement extends the term another two years through January 2, 2023. The lease term of two years must concur with two-year election term in the U. S. House of Representatives.

**ANALYSIS**

The attached lease agreement has been prepared and submitted for approval by the U.S. House of Representatives' legal Counsel in Washington, DC. The office space is approximately 2,646 square feet and is located on the third floor of the District Office at 2323 N. Broadway, Suite 319. The term of this lease may not exceed two (2) years beginning January 3, 2021 and may not extend beyond January 2, 2023, which is the end of the constitutional term. The monthly rent shall remain the same at \$5,292 per month (\$2 per square foot) due by the last day of each calendar month. Early termination of this lease will require 30 days advanced written notice. Tenant improvements made by the District will continue to be recouped through the lease payments.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the lease agreement between Rancho Santiago Community College District and Congressman Correa as presented.

Fiscal Impact:	\$5,292 x 12 months per year	Board Date:	February 8, 2021
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

## District Office Lease Amendment – Instructions

**NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

**The term for a District Office Lease Amendment for the 117th Congress may not commence prior to January 3, 2021.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.**

- A. Section 1 has three blank lines to be filled in:
  1. the term of the previous lease that is being amended or extended;
  2. street address of office being leased; and
  3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2023. If the lease term is not going to be extended, write “N/A” in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write “NONE” in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 117th Congress must accompany this District Office Lease Amendment (“Amendment”).
- F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 117<sup>th</sup> Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Amendment**

(Page 1 of 2 – 117th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2019 to January 2, 2021 for the lease of office space located at 2323 North Broadway in the city, state and ZIP of Santa Ana, CA 92706.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 202023. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2023, which is the end of the constitutional term of the 117th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$5,292.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for 117th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress and the District Office Lease Attachment for the 117th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*[Signature page follows.]*

*U.S. House of Representatives*  
Washington, D.C. 20515  
**District Office Lease Amendment**  
(Page 2 of 2 – 117th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Rancho Santiago Community College District

J. Luis Correa

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_

*J. Luis Correa*  
\_\_\_\_\_  
*Lessee Signature*

\_\_\_\_\_  
*Lessor Signature*

Name: Adam M. O'Connor  
Title: Interim Vice Chancellor, Business C

*1/20/2021*  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

4.5 (4)

*This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.*



## District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Amendment submitted for a Member/Member-Elect's District Office.

**NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

**The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.**

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- C. The Member/Member-Elect must indicate in Section A ("Lease Amenities") whether the proposed leased space will serve as a flagship district office.
- D. Section B ("Additional Terms and Conditions") of the Attachment SHALL NOT have any provisions deleted or changed.
- E. Even if rent is zero, an Attachment is still required.
- F. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-226-0357).
- G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-226-0357).
- H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- I. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).**

## District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

### SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

#### To be completed by the Lessor (required amenities):

\* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:  
<https://broadbandmap.fcc.gov>

\* **Interior Wiring CAT 5e or Better within Leased Space.**

#### To be completed by the Lessor (optional amenities):

Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

#### The Lease includes (please check and complete all that apply):

Lockable Space for Networking Equipment.

Telephone Service Available.

Parking.     Assigned Parking Spaces  
                           Unassigned Parking Spaces  
                           General Off-Street Parking on an As-Available Basis

Utilities. Includes: \_\_\_\_\_

Janitorial Services. Frequency: \_\_\_\_\_

Trash Removal. Frequency: \_\_\_\_\_

Carpet Cleaning. Frequency: \_\_\_\_\_

Window Washing.     Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: \_\_\_\_\_

Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No

Building Manager.  Onsite  On Call    Contact Name: Facilities Planning Department  
Phone Number: 714-480-7510    Email Address: \_\_\_\_\_

#### To be completed by the Member/Member-elect (required):

- The leased space will serve as my flagship (primary) District Office.
- The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.



## **District Office Lease Attachment**

(Page 2 of 5 – 117th Congress)

### **SECTION B (Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.*

## **District Office Lease Attachment**

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.*



## **District Office Lease Attachment**

(Page 4 of 5 – 117th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.*

**District Office Lease Attachment**  
(Page 5 of 5 – 117th Congress)

- 25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Rancho Santiago Community College E  
\_\_\_\_\_  
*Print Name of Lessor/Landlord*

By: \_\_\_\_\_  
*Lessor Signature*  
Name: Adam M. O'Connor  
Title: Int. Vice Chancellor, Busine:

\_\_\_\_\_  
*Date*

J. Luis Correa

\_\_\_\_\_  
*Print Name of Lessee*

*J. Luis Correa*  
\_\_\_\_\_  
*Lessee Signature*

*1/20/2021*  
\_\_\_\_\_  
*Date*

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov
-----------------------------------------------------------------------------------------------------------------------------------

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.



Clear Form

This form must be completed using Adobe Reader.

Print Form only, no instructions

Save Form

Print Form & Instructions

# U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

## INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: **vendorEFT@mail.house.gov**

FAX NUMBER: **(202) 225-6914**

### SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515  
AGENCY IDENTIFIER 53-6002523 AGENCY LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277

### SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN  
**Rancho Santiago Community College District**  
BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN

ADDRESS/CITY/STATE/ZIP  
**2323 North Broadway  
Santa Ana, CA 92706**  
Enter the correct Tax Identification Number type  
SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN)  
[ ]-[ ]-[ ]-[ ]-[ ]-[ ]-[ ]-[ ]-[ ] or [ ]-[ ]-[ ]-[ ]-[ ]-[ ]-[ ]-[ ]-[ ]

CONTACT PERSON NAME  
**Adam M. O'Connor, Int. Vice Chancellor, Business Operations/Fiscal Services**  
PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL  
**oconnor\_adam@rscgd.edu**  
PO EMAIL

TELEPHONE NUMBER FAX NUMBER TELEPHONE NUMBER FAX NUMBER  
**714-480-7321**

REMIT TO ADDRESS  
**RSCGD-Accounts Payable, 2323 North Broadway, Santa Ana, CA 92706**

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)  
 Individual/Sole Proprietor or Single Member LLC  C Corporation  S Corporation  Partnership  Trust/Estate  
**Limited Liability Company.** Check the tax classification:  C corporation  S corporation  Partnership  
Note. For *single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.  
**Government Entity.** Check the tax classification:  Federal  State  Local  
 Other **Municipal/Govt.**  
Exemptions (codes apply only to certain entities, not individuals):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

### SECTION III FINANCIAL INSTITUTION INFORMATION (U.S.)

BANK NAME **Farmers & Merchants Bank** TELEPHONE NUMBER **714-564-1750**  
NINE-DIGIT ROUTING TRANSIT NUMBER **122201198**  
DEPOSITOR ACCOUNT TITLE **Interim Vice Chancellor, Business Operations/Fiscal Services**  
DEPOSITOR ACCOUNT NUMBER **06073204** LOCKBOX NUMBER \_\_\_\_\_  
TYPE OF ACCOUNT  CHECKING  SAVINGS  LOCKBOX

### SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business  Large Business-No Socio-Economic Designations  Minority  SmBusiness  Sm-Disadv/Minority  Sm-Disadv Only  SmMin Only  
Sm-Disadvantaged Business Prog  (a) Firm  HUBZone Program  HUBZone Eligible  Emerging Small Business  Women-Owned Business  
Other Preference Programs  Buy Indian  Directed to JWOD Non-Profit  No Preference/Not Listed  Small Business Set-Aside  Very Small Business Set-Aside  
Veteran Owned Status  Non-Vet Owned SmBus  Other Vet Owned SmBus  Serv-Disabled Vet Other Bus  Serv-Disabled Vet Owned SB  Vet-Owned Other Bus  
Size of Business:  (A) 50 or less  (B) 51-100  (C) 101-250  (D) 251-500  (E) 501-750  (F) 751-1,000  (G) Over 1,000  (M) 1 million or less  (N) 1.1-2 million  (P) 2.1-3.5 million  (R) 3.1-5 million  (S) 5.1-10 million  (T) 10.1-17 million  (Z) Over 17 million

### SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME **Adam M. O'Connor, CPA** TITLE/POSITION **Int. Vice Chancellor, Business Operations/Fiscal Services**  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TELE **714-480-7321**



**Instructions for Completing  
U.S. House of Representatives  
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

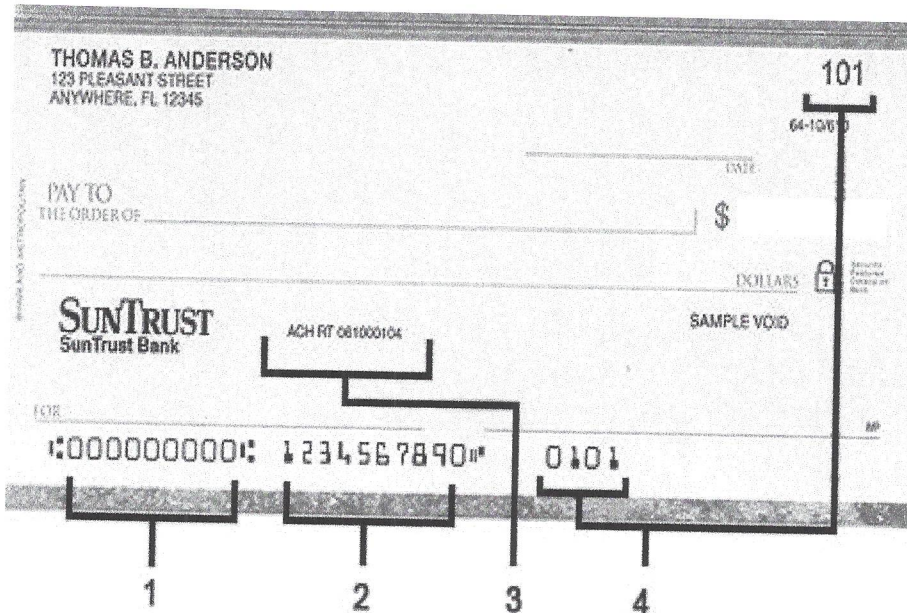
**ACH Account Information Located on a Check or Deposit Ticket**

FINANCIAL INSTITUTION NAME                      name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN)              financial institution's 9 digit routing transit number;  
*found on the bottom of a check or deposit ticket or from your Financial Institution*

ACCOUNT TITLE                                      employee's or vendor's name on the account

ACCOUNT NUMBER                                account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Professional Services Agreement for Arbitrage Calculations with Eide Bailly, LLP	
Action:	Request for Approval	

**BACKGROUND**

Issuers of municipal debt are required to perform periodic arbitrage calculations on each debt issuance in order to stay in compliance with IRS regulations and in conformance with the Federal Arbitrage Rebate Regulations. As the District has issued and has outstanding debt for both Measure E and Measure Q General Obligation Bonds, we are required to perform these specialized and technical calculations as long as they are outstanding.

**ANALYSIS**

This fiscal year there is a need to perform arbitrage calculations on one new issuance, one refunding and one follow-up calculation. Eide Bailly has the professional and technical capacity to provide this service. This engagement covers services through December 31, 2022 and includes the filing of any necessary IRS tax returns. The estimated fee is \$15,200 for the duration of the agreement and paid through general fund budget.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Professional Services Agreement for Arbitrage Calculations with Eide Bailly, LLP as presented.

Fiscal Impact:	Estimated Fee of \$15,200	Board Date: February 8, 2021
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Eide Bailly, LLP and \_\_\_\_\_, having its principal business address located at 10681 Foothill Blvd, suite 300, Rancho Cucamonga, CA 91730 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

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

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
  
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on December 18, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
  
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fourteen Thousand Dollars (\$14,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and



use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

### Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

District: Rancho Santiago Community College District  
Attn: Vice Chancellor, Business Operations & Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
Adam O'Connor  
Interim Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706-1640

Contractor: Eide Bailly  
10681 Foothill Blvd., Suite 300  
Rancho Cucamonga, CA 91730-3831

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

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

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor,

for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction

of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District


BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Appropriate signer per AR 6150

Print Title:

Date: \_\_\_\_\_

CONTRACTOR

BY:  \_\_\_\_\_  
Signature of Authorized Person

Print Name: \_\_Joe Aguilar

Print Title: \_\_Principal

Date: \_\_01/28/2021\_\_\_\_\_

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

#### A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Insert detailed Scope of Work & Payment Schedule



December 18, 2020

Attn: Adam M. O'Connor  
Rancho Santiago Community College  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**Re: Arbitrage Calculations 2020-21**

Dear Mr. O'Connor:

This engagement letter memorializes our agreement for non-audit services with your District. The standards to which Eide Bailly, LLP ("EB") will conform are intended to better serve the public interest and to maintain a high degree of integrity, objectivity and independence for both audit work and for non-audit work with government audit clients.

The standard for non-audit services for government audit clients is based on two overarching principles:

- Auditors (EB) should not perform management functions or make management decisions; and
- Auditors (EB) should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant or material to the subject matter of the audit.

In light of these principles, our available resources and considering your needs, our firm suggests the following way that we can assist you during the next year. We will provide you with professional accounting assistance within the engagement scope and on the terms stated below.

**OBJECTIVE OF THE ENGAGEMENT**

The firm of Eide Bailly, LLP is available to assist you in performing arbitrage calculations for your various bond issues in conformance with the federal arbitrage rebate regulations (formally known as Section 148 (f)(2) of the Internal Revenue Code of 1986, as amended). Our firm is ready to begin work on this assignment whenever your agency is ready to commence.

**SCOPE OF SERVICES AND DELIVERABLES**

- We will read the tax certificate, the official statement and the Form 8038 for the bond transaction provided to us by your agency. We will make certain assumptions in performing the computations that will be noted in the computation report.



- Based upon the official statement, tax certificate and accounting records of your agency, we will assemble: 1) a schedule of sources and uses of the bond funds, 2) an adjusted purchase price of the bonds, 3) a pricing summary, 4) and a schedule of debt service requirements of the bonds to maturity.
- We will compute the yield on the bonds to be the discount rate that causes the present value of all principal and interest payments on the bonds to equal the issue price to the public.
- Based upon the accounting records provide to us from your agency, we will assemble schedules of actual earnings on the investments in the various funds and accounts of the bond issue that will cover the computation period.
- If applicable, we will issue a report and prepare schedules documenting the District's effort in meeting the "spend-down exemption" tests that may relieve the District from the payment of arbitrage payments.
- We will issue a report that summarizes the arbitrage earnings during the computation period for the bond issues for each fund or account. If the District meets the "spend-down exemption" test, the spend-down exemption report will substitute for the arbitrage calculation report.

#### **RESPONSIBILITY OF THE CLIENT**

The work will be non-audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or a review of transactions and should not be relied upon as such.

Your agency is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction, the direction of your chief financial officer, to ensure that the work meets your agency's objectives. The chief financial officer or other designated individual will be responsible for review and approval of any work product directly prepared by EB, including any adjustments to the accounting records that may be proposed by EB, or reports drafted by EB during the engagement.

Governmental Auditing Standards require that your agency be responsible for the substantive outcomes of EB work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the Rancho Santiago Community College District:

- Designates a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.
- Establishes and monitors the performance of the non-audit services to ensure that it meets management's objectives.
- Makes any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions.
- Evaluates the adequacy of the services performed and any findings that result.

In accordance with Governmental Auditing Standards, the Rancho Santiago Community College District will be required to provide EB with a representation letter, signed by the chief financial officer of your agency. The letter will affirm that our work has been reviewed and that the Rancho Santiago Community College District accepts responsibility for any adjustments to the accounting records or reports drafted by us during the engagement.

**FEES AND TERM**

Eide Bailly estimates fees of \$14,000 for the next 7 months.

<b>Bond Issue</b>	<b>Calculation Fee</b>	<b>Initial Set Up Fee</b>	<b>Total Fee</b>
New Refunding GO Bonds	\$3,500	\$2,500	\$6,000
New GO Bonds	\$3,000	\$2,000	\$5,000
Follow up Calculation	\$3,000	NA	\$3,000

Filing of any IRS returns (possibly once every 5 years) will be billed at a rate of \$1,200 per filing. Supplemental services on arbitrage rebate compliance in responding to bond attorneys or IRS audits will be billed on an hourly basis as follows:

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Partner	\$290
Senior Manager	\$260
Manager	\$210
Senior Accountant	\$140
Staff Accountant	\$110

**STAFFING**

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the agency.

**TERMINATION OF ENGAGEMENT**

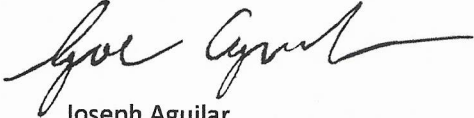
This engagement covers services through December 31, 2022. Either party may terminate this engagement without cause.

**INDEPENDENT CONTRACTOR AND INSURANCE**

EB is an independent contractor as defined by Federal and State taxing authorities. EB will maintain current worker compensation and liability insurance policies.

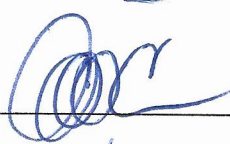
For any questions regarding this letter, please contact Joe Aguilar at (909) 466-4410. If this engagement letter correctly states your understanding of the engagement, please sign below and return a copy for our files.

Agreed to By:



Joseph Aguilar  
Of Eide Bailly, LLP

Signature: \_\_\_\_\_



Print Name \_\_\_\_\_

Adam O'Connor

Of Rancho Santiago Community College District

Date: \_\_\_\_\_

12/23/20

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE – BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	February 8, 2021
Re:	Approval of Renewal of Services with Competitive Edge Software, LLC dba Omnigo Software		
Action:	Request for Approval		

**BACKGROUND**

Rancho Santiago Community College District has utilized the services of Competitive Edge Software, LLC dba Omnigo Software for the District Safety and Security Department incident reporting system since July 2018. The original agreement can be viewed [here](#). The attached addendum enables safety staff at SAC, SCC and other District locations to track, report and analyze calls for dispatch service. The Omnigo software is the most cost-effective tool to identify trends, recognize threats and allocate resources effectively resulting in quicker response times to incidents within the District.

**ANALYSIS**

With this software service, RSCCD will consistently maintain a data repository to log, track and report incidents. Safety and Security staff will be able to maintain continuity from shift to shift, between officers, and easily share details of daily events and incidents. Consequently, the department is able to develop strategic prevention approaches and deploy resources to better serve the District and community. This is an annual renewal of service for the period February 12, 2021 through February 11, 2022 at a cost not to exceed \$16,787.35. This is an increase from last year's renewal of \$15,837.12 (a difference of \$950.23). The District Safety and Security Department operating budget supports the cost of this service.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the renewal of services with Competitive Edge Software, LLC dba Omnigo Software as presented.

Fiscal Impact:	\$16,787.35	Board Date:	February 8, 2021
Prepared by:	Ralph J. Webb, Chief District Safety & Security		
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

**Competitive Edge Software, LLC dba Omnigo Software**  
**Rancho Santiago Community College District**  
*Omnigo Software Sales Agreement Addendum Number 2*

This addendum is a modification of the Omnigo Software Sales Agreement dated July 26, 2018 between Competitive Edge Software, LLC dba Omnigo Software (Vendor) and Rancho Santiago Community College District. (Customer).

**AGREEMENTS:**

1. Per contract dated July 26, 2018:
  - a. The next renewal term per Addendum C is February 12, 2021 through February 11, 2022
  - b. Annual Fee for this renewal term is \$16,787.35

All other provisions of the original Agreement remain in effect.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed, as of the day and year above written. The individuals, whose endorsements follow, have the right and authority to contractually bind their respective parties.

Agreed and Accepted by:  
Omnigo Software, LLC:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Agent of Customer:

By: \_\_\_\_\_

Printed Name: Adam M. O'Connor

Title: Interim Vice Chancellor, Business Operations/  
Fiscal Services

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	February 8, 2021
Re:	Award of Bid #1392 – Barrier Removal Library Restroom Renovation at Santa Ana College		
Action:	Request for Approval		

**BACKGROUND**

This is an approval for the award of Bid #1392 for the Barrier Removal Library Restroom Renovation project at Santa Ana College. The Library building was originally constructed in 1957 with a first-floor addition in 1970, an alteration for audio/visual services in 1976, a second-floor addition in 1993, and voluntary seismic structural upgrades were undertaken in 2002. The Library restrooms located at the main entry appear to be from the original construction with limited to no Americans with Disabilities Act (ADA) improvements. Due to the age, existing compliance issues, and high-volume usage, the restrooms were identified by the college as a high priority for upgrades, as noted in the District's ADA and Section 504 Self-Evaluation and Transition Plan Report (December 2018). To comply with the latest building codes and ADA codes, the restroom modernization entails the demolition of the public restrooms, space reconfiguration and expansion, replacement of bathroom fixtures, asbestos remediation, new plumbing, new LED lighting, and new interior finishes. The college and District have prioritized this project to utilize State Scheduled Maintenance funding allocation to undertake barrier removal and ADA upgrades in this highly utilized area by students.

The project has received Division of the State Architect (DSA) approval and is a State Scheduled Maintenance Project. The District is required to spend down the allocation of State funds as outlined per the projects noted in our Annual State Scheduled Maintenance Plan.

**ANALYSIS**

Bid #1392 for Barrier Removal Library Restroom Renovation at Santa Ana College was advertised in the Orange County Register on November 1, 2020 and November 8, 2020. A Notice Inviting Formal Bids was sent to 116 contractors from the District's qualified contractors list on November 2, 2020.

A mandatory job walk was conducted on November 10, 2020 and there were 17 attendees. Bids were opened on December 9, 2020, as noted on the attached bid summary. The District received seven bids for the project. Michel Feghali DBA SPAREA (Irvine) submitted the lowest responsive bid in the amount of \$309,000.00. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1392 to Michel Feghali DBA SPAREA.

The anticipated start date is March 22, 2021. The estimated construction duration is 150 calendar days.

This project is funded by Capital Outlay and State Scheduled Maintenance Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees award Bid #1392 to Michel Feghali DBA SPAREA for Barrier Removal Library Restroom Renovation at Santa Ana College as presented.

Fiscal Impact:	\$309,000.00	Board Date: February 8, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

<b>BID #1392</b>	<b>PROJECT:</b> Barrier Removal Library Restroom Renovation	<b>TIME: 2:00 P.M.</b> <b>DATE: December 9, 2020</b>
<b>BIDDERS</b>		<b>TOTAL BASE BID AMOUNT</b>
Michel Feghali DBA SPAREA 1118 Spectrum Irvine, CA 92618		\$309,000.00
A2Z Construct, Inc. PO Box 80425 Rancho Santa Margarita, CA 92688		\$330,000.00
Kazoni Inc. DBA Kazoni Construction 150 Paularino Avenue, Suite D160 Costa Mesa, CA 92626		\$367,835.00
Golden Gate Steel, Inc. DBA Golden Gate Construction 14709 Carmenita Road Norwalk, CA 90650		\$417,975.00
JRH Construction Company, Inc. 17795 Sky Park Circle, Suite J Irvine, CA 92614		\$440,361.00
Exbon Development, Inc. 13831 Newhope Street Garden Grove, CA 92843		\$523,735.50
AMTEK Construction 946 North Lemon Street Orange, CA 92867		\$543,333.00
<b>7 TOTAL BIDDERS</b>		



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Agreement with 19six Architects – Architectural and Engineering Services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

This is a new agreement to provide architectural and engineering services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College. This project is necessary to address Blaser legal settlement deficiency items as well as accessibility transition plan items related to existing accessibility barriers in the restrooms. Once complete, these projects will remove all accessibility barriers within all restrooms in the building. Please [click here](#) to see the agreement.

**ANALYSIS**

A Request for Qualifications/Proposal (RFQ/RFP) #1920-271 for architectural and engineering services for Barrier Removal Projects at Santiago Canyon College was advertised in the Orange County Register on June 14, 2020 and June 21, 2020, advertised on the District’s website, and advertised on the Coalition for Community Colleges Foundation (CCFC) website. The District received nine responses including 19six Architects (Corona); Lionakis (Newport Beach), Little Diversified Architectural Consulting, Inc. (Newport Beach); Mark Anderson Architects, Inc. dba Pacific Rim Architects (Huntington Beach); MVE + Partners (Irvine); Owen Group, LP (Irvine); PBK Architects, Inc. (Costa Mesa); Richard Berliner Architect, Inc. dba Berliner Architects (Culver City); and SVA Architects, Inc. (Santa Ana). A screening panel convened on October 8, 2020 to review the responses. The screening panel interviewed 19six Architects and Owen Group, LP on October 23, 2020 and MVE + Partners; Richard Berliner Architect, Inc. dba Berliner Architects; and SVA Architects, Inc. on October 26, 2020. The screening panel unanimously recommends 19six Architects after a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance. It is recommended the District enter into an agreement with 19six Architects to provide architectural and engineering services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College.

The services covered by this agreement shall commence on February 9, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and when project close-out has been achieved. The contract is a not-to-exceed fee of \$101,000. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the agreement with 19six Architects – Architectural and Engineering Services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College as presented.

Fiscal Impact:	\$101,000	Board Date: February 8, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 2/8/21**

Project: Barrier Removal Building D Restroom Remodel (Multi and Single User)

Site: **Santiago Canyon College**

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**Consultants: 19six Architects**

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Type of Service: Architectural Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$101,000.00		2/8/2021	Project Close-Out
<b>Total Agreement Amount</b>	<b>\$101,000.00</b>			

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**AGREEMENT NO 0400.00/ DESCRIPTION:**

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This agreement #0400.00 is incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount: \$101,000.00**

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**Contract End Date: Project Close-Out**

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 8, 2021
Re:	Reject all Bids for Bid #1390 – Safety and Security Renovations at the District Operations Center	
Action:	Request for Approval	

**BACKGROUND**

This is a recommendation for the rejection of Bid #1390 – Safety and Security Renovations at the District Operations Center. This project is a minor tenant improvement to reconfigure the Safety and Security office and make it efficient to process electronic access control badges, accommodate the new access control equipment, and improve the infrastructure to support the new access control equipment and existing CCTV (Security Camera) monitors. The new improvements also include a new waiting area and lobby at the front entrance of the office securing the main operations area and the addition of a new dedicated informational counter (kiosk). The kiosk serves to provide a dedicated and secure workspace for the safety officer to view CCTV footage, provide oversight of pedestrian activity at the front entrance of the building, and provide visitor assistance when needed. These improvements support the safety and security of the building and the operations of the department.

**ANALYSIS**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1390 for the Safety and Security Renovations at the District Operations Center was advertised on the District's website and a Notice of Inviting Bids was sent to the trade journals and to 92 contractors from the District's qualified contractors list on October 6, 2020.

A mandatory job walk was conducted on October 12, 2020, and there were 19 attendees. Bids were opened on October 29, 2020, as noted on the attached bid summary. The District received five bids for the project. RAMCO General Engineering Contractors (Sylmar) submitted the lowest responsive bid in the amount of \$128,000.00.

Given the current fiscal uncertainty and the COVID-19 pandemic impacts which have decreased the occupancy use levels in the building, the District does not recommend proceeding with the project at this time and recommends rejecting all bids. Staff will reconsider bidding the project at a later time and in the interim will make other accommodations to address the work space configurations.

**RECOMMENDATION**

It is recommended the Board of Trustees reject all bids for Bid #1390 – Safety and Security Renovations at the District Operations Center as presented.

Fiscal Impact:	N/A	Board Date: February 8, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1390**

**PROJECT:** Safety and Security Renovations at the District  
Operations Center

**TIME: 2:00 P.M.**

**DATE: October 29, 2020**

**REJECT ALL BIDS**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

RAMCO General Engineering Contractors  
P.O. Box 920878  
Sylmar, CA 91392

\$128,000

Astra Builders, Incorporated  
1227 S. Dale Avenue  
Anaheim, CA 92804

\$146,000

Newbuild Construction and Restoration, Incorporated  
625 West Katella Avenue, Suite 27  
Orange, CA 92867

\$183,000

Caltec Corporation  
8732 Westminster Boulevard, Suite 200  
Westminster, CA 92683

\$200,000

Kazoni Incorporated dba Kazoni Construction  
150 Poularino Avenue, Suite D160  
Costa Mesa, CA 92626

\$207,671

**5 TOTAL BIDDERS**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
DISTRICT OFFICE – BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Surplus Property	
Action:	Request for Approval	

**BACKGROUND**

The District procured a large amount of Personal Protection Equipment (PPE) from various vendors and the Office of Emergency Services in recent months. The current COVID-19 pandemic has made PPE a valuable commodity that requires secure and controlled storage in the District Warehouse until the supply is depleted. The remaining condensed surplus space has reached its safe maximum capacity. Legally, in order to dispose of District property, the Board of Trustees must take action to declare the left over items as surplus prior to donation or auction.

**ANALYSIS**

With consideration for the types of furniture and equipment available, which is routinely not selected for reuse, the recent spike in active COVID-19 cases, and the current limited access to District facilities, it is recommended to not hold an open house for District staff, non-profit organizations and school districts per District Administrative Regulation 6550. Attached is a list of all the surplus property as of January 20, 2020. This record will change as items continually move in and out of storage. Also included are non-inventoried, miscellaneous items and e-waste that are not listed but are to be sold at auction or disposed of.

Therefore, it is recommended that The Liquidation Company (TLC) auction the District's surplus property in accordance with the terms and conditions of the current contract. The auctioneer's commission fee is 45% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor, DMV paperwork and other related functions. Their performance and service have been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The current Board of Trustees approved contract is good through June 30, 2021.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy 6550 and Administrative Regulation 6550.

**RECOMMENDATION**

It is recommended the Board of Trustees declare the attached list of equipment as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: February 8, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Rancho Santiago Community College District

Surplus Inventory at January 20, 2021

Tag	Type	Description	Serial Number	In Service?	User	Building	Acquisition Date	Last Inventoried	Cost
F31404	EQ	FILE CABINET, 4 DRAWER VERTICA		N	2ADMS	2A	08/23/01	09/02/20	\$376.01
320172	TE	Xerox, WC4150S	BICP900416	N	5WARE	SW	03/11/08	09/08/20	\$3,551.44
326240	TE	Copier, Xerox 5875APT	EX9-297972	N	5WARE	SW	12/09/14	09/08/20	\$7,483.32
330663	TE	Projector w/KA Counter &		N	5WARE	SW	10/31/16	09/21/20	\$5,519.69
319750	TE	Computer	2MS1JD1	N	5WARE	SW	08/28/07	09/25/20	\$1,079.66
321817	TE	Laptop, Student Use	610F2N1	N	5WARE	SW	02/09/11	09/25/20	\$1,102.14
326484	TE	Dell Desktop	J68RR22	N	5WARE	SW	01/12/15	09/25/20	\$1,236.21
326485	TE	Dell Desktop	J68PLN1	N	5WARE	SW	01/12/15	09/25/20	\$1,236.21
326487	TE	Dell Desktop		N	5WARE	SW	01/12/15	09/25/20	\$1,236.21
326488	TE	Dell Desktop	J68QQ22	N	5WARE	SW	01/12/15	09/25/20	\$1,236.21
327118	TE	Computer, Desktop, Dell		N	5WARE	SW	06/09/15	09/25/20	\$1,142.74
317197	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	JQZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317199	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	DVZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317202	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	GQZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317203	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	1WZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317204	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	4WZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317205	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	BSZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317207	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	BRZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
317209	TE	LAPTOP ( TO BE STORED IN CABINET R209 ST	HVZGZ91	N	5WARE	SW	05/16/06	10/20/20	\$1,687.36
319951	TE	Laptop	459G6F1	N	5WARE	SW	12/07/07	10/20/20	\$1,373.81
319952	TE	Laptop	C49G6F1	N	5WARE	SW	12/07/07	10/20/20	\$1,373.81
319953	TE	Laptop	G49G6F1	N	5WARE	SW	12/07/07	10/20/20	\$1,373.81
319956	TE	Laptop	859G6F1	N	5WARE	SW	12/07/07	10/20/20	\$1,373.81
319957	TE	Laptop	C59G6F1	N	5WARE	SW	12/07/07	10/20/20	\$1,373.81
319958	TE	Laptop		N	5WARE	SW	12/07/07	10/20/20	\$1,373.81
321206	TE	COMPUTERS, DELL, OPTIPLEX	HFFYRL1	N	5WARE	SW	05/25/10	10/20/20	\$1,191.41
323064	TE	Computers, Dell Small	379G6J1	N	5WARE	SW	02/23/09	10/20/20	\$1,073.28
326285	TE	Computer, Desktop, Dell	BVSQM22	N	5WARE	SW	10/22/14	10/20/20	\$1,335.35
327038	TE	Computer, Desktop, Dell		N	5WARE	SW	06/09/15	10/20/20	\$1,142.74
327441	TE	Computer, Desktop, Dell		N	5WARE	SW	06/09/15	10/20/20	\$1,142.74
327455	TE	Computer, Desktop, Dell		N	5WARE	SW	06/09/15	10/20/20	\$1,142.74
F36556	TE	Computer laptops, Dell	BMXH3Q1	N	5WARE	SW	03/21/11	10/20/20	\$1,520.45



Tag	Type	Description	Serial Number	In Service?	User	Building	Acquisition Date	Last Inventoried	Cost
F36662	TE	Computers, Dell OptiPlex	4FFRDQ1	N	5WARE	SW	04/21/11	10/20/20	\$1,408.11
315399	TE	RACK, COMPAQ		N	5WARE	SW	09/21/04	11/20/20	\$6,892.77
315400	TE	RACK, COMPAQ		N	5WARE	SW	09/21/04	11/20/20	\$6,892.77
319922	TE	Catalyst, 3750 24	1136RGD4	N	5WARE	SW	10/24/07	12/04/20	\$12,720.21
319975	TE	Computer, Dell	3XYRGF1	N	5WARE	SW	01/15/08	12/04/20	\$1,018.91
320673	TE	CATALYST, CISCO 3560,	FD01223Y3XN	N	5WARE	SW	06/30/08	12/04/20	\$3,779.12
320686	TE	CATALYST, CISCO 3560,	FD01223Y3VL	N	5WARE	SW	06/30/08	12/04/20	\$3,779.12
320692	TE	CATALYST, CISCO 3560,	FD01223Y2S0	N	5WARE	SW	06/30/08	12/04/20	\$3,779.12
321450	TE	COMPUTER,	9KC3PM1	N	5WARE	SW	09/09/10	12/04/20	\$1,135.84
322566	TE	Access Point, Outdoor,	AY0005946	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322568	TE	Access Point, Outdoor,	AY0006188	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322570	TE	Access Point, Outdoor,	AY0005844	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322572	TE	Access Point, Outdoor,	AY0006062	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322573	TE	Access Point, Outdoor,	AY0006245	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322574	TE	Access Point, Outdoor,	AY0005978	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322575	TE	Access Point, Outdoor,	AY0006189	N	5WARE	SW	02/01/12	12/04/20	\$1,496.18
322578	TE	Access Point, Outdoor,	AY0005995	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322587	TE	Access Point, Outdoor,	AY0006094	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322588	TE	Access Point, Outdoor,	AY0006124	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322589	TE	Access Point, Outdoor,	AY0006218	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322593	TE	Wireless Access Point,	AY0006111	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322596	TE	Wireless Access Point,	AY0006201	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322597	TE	Wireless Access Point,	AY0005803	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322598	TE	Wireless Access Point,	AY0006057	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322600	TE	Wireless Access Point,	AY0005790	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322607	TE	Wireless Access Points,	AY0008878	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322609	TE	Wireless Access Points,	AY0006012	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322611	TE	Wireless Access Points,	AY0006065	N	5WARE	SW	02/01/12	12/04/20	\$1,496.23
322785	TE	Network Switch,	FDO1614YOMG	N	5WARE	SW	06/19/12	12/04/20	\$17,170.38
326289	TE	Computer, Desktop, Dell	BV3QM22	N	5WARE	SW	10/22/14	12/04/20	\$1,335.35
326860	TE	Computer, Desktop, Dell	67RQ42	N	5WARE	SW	03/03/15	12/04/20	\$1,020.78
326861	TE	Computer, Desktop, Dell	67RQ42	N	5WARE	SW	03/03/15	12/04/20	\$1,020.78
326867	TE	Computer, Desktop, Dell	67TK942	N	5WARE	SW	03/03/15	12/04/20	\$1,224.86
326868	TE	Computer, Desktop, Dell	67TL942	N	5WARE	SW	03/03/15	12/04/20	\$1,224.87
327063	TE	Computer, Desktop, Dell	CWJ6C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327065	TE	Computer, Desktop, Dell	CWG6C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327068	TE	Computer, Desktop, Dell	CWM5C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10

Tag	Type	Description	Serial Number	In Service?	User	Building	Acquisition Date	Last Inventoried	Cost
327070	TE	Computer, Desktop, Dell	CWD6C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327074	TE	Computer, Desktop, Dell	CWF6C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327075	TE	Computer, Desktop, Dell	CWK5C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327078	TE	Computer, Desktop, Dell	CWH5C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327086	TE	Computer, Desktop, Dell	CWC5C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
327090	TE	Computer, Desktop, Dell	CWN5C42	N	5WARE	SW	06/30/15	12/04/20	\$1,178.10
328142	TE	Computer, Desktop, Dell	DXCCF42	N	5WARE	SW	06/30/15	12/04/20	\$1,188.68
328143	TE	Computer, Desktop, Dell	DXC6F42	N	5WARE	SW	06/30/15	12/04/20	\$1,188.68
328144	TE	Computer, Desktop, Dell	DXC8F42	N	5WARE	SW	06/30/15	12/04/20	\$1,188.68
328145	TE	Computer, Desktop, Dell	DXC7F42	N	5WARE	SW	06/30/15	12/04/20	\$1,188.68
328146	TE	Computer, Desktop, Dell	DXD5F42	N	5WARE	SW	06/30/15	12/04/20	\$1,188.68
22036	EQ	NSS CHARGER, MDL. 1500	20L38784	N	5WARE	SW	06/01/94	01/08/21	\$1,463.00
308484	EQ	VACUUM CFR ALTRA 400SP	60938	N	5WARE	SW	04/20/00	01/08/21	\$5,365.95
310189	EQ	HIGH SPEED BUFFER, NSS 1500	525234A	N	5WARE	SW	02/01/94	01/08/21	\$1,460.00
315518	EQ	FLOOR MACHINE, DECATHALON	10021713	N	5WARE	SW	09/13/04	01/08/21	\$1,097.97
326243	EQ	FLOOR MACHINE,		N	5WARE	SW	02/18/15	01/08/21	\$1,953.67
324449	EQ	Parking Paystation		N	5WARE	SW	12/19/12	1/15/2021	\$12,626.33
324453	EQ	Parking Paystation		N	5WARE	SW	12/19/12	1/15/2021	\$12,626.33
326195	EQ	Parking Paystation		N	5WARE	SW	08/29/13	1/15/2021	\$14,254.80
328612	EQ	Parking Paystation		N	5WARE	SW	01/08/15	1/15/2021	\$14,253.40
<b>Grand Total</b>									<b>\$229,969.35</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorically funded programs were developed.

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
<p>1. California Apprenticeship Initiative Fiscal Agent (DO) – <i>Update</i>  RSCCD was selected to serve as the Fiscal Agent for the California Apprenticeship Initiative Grant from the California Community Colleges Chancellor's Office (CCCCO).</p> <p><b><u>Update:</u></b> Effective 01/01/2021, the CCCCCO is transitioning this grant award into a new Fiscal Agent Services Agreement to serve solely as intermediary to process contracts and payment disbursements on behalf of the Chancellor's Office to subcontractors that are implementing statewide apprenticeship projects. (20/21). <i>No match required.</i></p>	01/01/2021	N/A
<p>2. Governor's Office of Business &amp; Economic Development (GOBiz) Capital Infusion Program (CIP) Grant (DO)  Sub-award to RSCCD's Orange County Small Business Development Center (SBDC) from the Orange County/Inland Empire SBDC Lead Center, hosted by California State University, Fullerton, the primary grantee of the Governor's Office of Business and Economic Development (GO-Biz) Capital Infusion Program (CIP) grant, to assist small businesses and entrepreneurs obtain access to capital and to provide funding for one-on-one business consulting services. (20/21). <i>The match required is 1:1 at \$50,000 that consists of SBDC's SBA/CSUF federally funded business experts.</i></p>	12/10/2020	\$50,000
<p>3. Governor's Office of Business &amp; Economic Development (GOBiz) Small Business Technical Assistance Expansion Program (TAEP) Grant (DO)  Sub-award to RSCCD's Orange County Small Business Development Center (SBDC) from the Orange County/Inland Empire SBDC Lead Center, hosted by California State University, Fullerton, the primary grantee of the Governor's Office of Business and Economic Development (GO-Biz) Small Business Technical Assistance Expansion grant, to assist small businesses and entrepreneurs to obtain access to capital and to provide funding for one-on-one business consulting services and program development support. (20/21). <i>The match required is 1:1 at \$200,000 that consists of SBDC's SBA/CSUF federally funded project support staff and operational costs.</i></p>	12/10/2020	\$200,000
<p>4. Project RAISE (Regional Alliance in Science, Technology, Engineering and Math (STEM) Education) – Year 5 (SAC)  Fifth year of a five-year sub-award grant from the California State University, Fullerton to serve as a partner in their U.S. Department of Education grant, Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs. Project</p>	01/12/2021	\$20,000

**Project Title**

**Award Date Amount**

RAISE will implement a variety of project components to increase the number of Hispanic and low-income students who pursue STEM majors, as well as their persistence, retention and graduation rates in support of the goals and objectives of the project. (20/21). *No match required.*

**RECOMMENDATION**

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$270,000	Board Date: February 8, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

## **Fiscal Agent Services Agreement for California Apprenticeship Initiative**

**Background:** In 2018/19, RSCCD was selected to serve as the Fiscal Agent for the California Apprenticeship Initiative grant from the California Community Colleges Chancellor's Office. In this role as Fiscal Agent under grant agreement #18-191-014, the District developed and processed grant sub-agreements and provided technical support services to institutions and organizations selected and approved by the Chancellor's Office to implement apprenticeship projects. The grant agreement term was July 18, 2018 through December 31, 2020 with a grant award of \$1,100,000.

**New Fiscal Agent Services Agreement:** The CCCCCO in coordination with their Contracts and Legal Offices have designed a new Fiscal Agent Services Agreement No. C20-0047 that revises the responsibilities of the Fiscal Agent and supersedes agreement #18-191-014. The services agreement term is January 1, 2021 through July 17, 2021 and any unspent funds remaining in the former grant agreement will be transferred to the new services agreement. A summary of these changes is provided below:

- Under this new agreement, RSCCD is serving solely as an intermediary to process payment, and not itself contracting with the sub-grantees or responsible for the work performed by them.
- The Fiscal Agent will not develop grant sub-award agreements to be taken to RSCCD's Board for approval. Under the new services agreement, the Chancellor's Office staff will develop the grant sub-awards with each grantee and provide a completed and approved contract to be processed by the Fiscal Agent. Once the Fiscal Agent, RSCCD, receives the completed sub-award agreement or contract from the CCCCCO it will create a purchase order to process the contract and issue payment according to the sub-award/contract terms.
- As RSCCD will no longer be providing technical assistance services or developing agreements or contracts, administrative costs will not be charged to the grant. The only remuneration to RSCCD will be a four percent (4%) service fee.

**This item is presented to RSCCD's Board of Trustees for their approval of the following:**

Agree that RSCCD serve as an intermediary to process contracts and payment on behalf of the Chancellor's Office per the terms and conditions of the Fiscal Agent Services Agreement #C20-0047, and agree to follow the new process whereby the contracts and agreements are developed and approved by the Chancellor's Office and provided to RSCCD to process but omitting the need for RSCCD's Board to approve such agreements.

Board Approval Date: February 8, 2021

<b>AGREEMENT NUMBER</b>
<b>C20-0047</b>

1 This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Community Colleges Chancellor's Office, on behalf of the Board of Governors

FISCAL AGENT NAME

Rancho Santiago CCD

2 The term of this Agreement is:      January 1, 2021      through      July 17, 2021

3 The maximum Amount of this Agreement is:      \$      1,100,000.00

4 The parties agree to comply with the terms and conditions of the following exhibit which is by this reference made a part of the Agreement

Exhibit A      Terms and Conditions

5      page(s)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

FISCAL AGENT NAME

Rancho Santiago CCD

BY (Authorized Signature)

  
Adam O'Connor (Jan 15, 2021 11:28 PST)

DATE SIGNED (Do not type)

Jan 15, 2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Adam O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services

ADDRESS

2323 N Boardway, Santa Ana, CA 92706

**STATE OF CALIFORNIA**

AGENCY NAME

California Community Colleges Chancellor's Office

BY (Authorized Signature)

  
Dr. Daisy Gonzales (Jan 17, 2021 12:11 PST)

DATE SIGNED (Do not type)

Jan 17, 2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Dr. Daisy Gonzales, Deputy Chancellor

ADDRESS

1102 Q Street, Sacramento, CA 95811-6539

*Chancellor's Office, California  
 Community Colleges Use Only*

**Exempt from DGS approval  
 pursuant to PCC 10295**

<b>AGREEMENT NUMBER</b>
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C20-0047

TITLE	Bus. Unit	Ref No	Fund	FI\$Cal Prgm	Sub Task	Reporting Structure (Index)	Account (Object)	Funding Fiscal Year (Enactment Year)	Chapter	Statute	AGREEMENT AMOUNT
1 California Apprenticeship Initiative	6870	1011	0001	5670019	203	3233	5432000	2017-2018	14	2017	\$ -
2											
3											

AGREEMENT TOTAL: \$ -

AMOUNT TO ENCUMBER BY THIS DOCUMENT: \$ 0

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT: \$ 1,100,000.00


TOTAL AMOUNT ENCUMBERED TO DATE: \$ 1,100,000.00


Total Amount Encumbered To Date DOES NOT equal Agreement Total

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  <small>Summer Barrios (Jan 15, 2021 09:26 PST)</small>	DATE SIGNED (Do not type) Jan 15, 2021
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

ms Jan 15, 2021

  
KJ Jan 15, 2021

  
AR Jan 15, 2021

**FISCAL AGENT SERVICES AGREEMENT**

**Exhibit A**

This Fiscal Agent Services Agreement (“Agreement”) is entered into between the California Community Colleges Chancellor’s Office (“Chancellor’s Office”) and the Rancho Santiago Community College District (“Fiscal Agent”). This Agreement is created to establish a fiscal agency to under which the Chancellor’s Office will transfer program funds (“Funds”) to the Fiscal Agent to support Chancellor’s Office statewide activities related to the California Apprenticeship Initiative.

This Agreement supersedes agreement 18-191-014 executed on October 1, 2018, for the period of July 18, 2018, to December 31, 2019; agreement 18-191-01’s term was later extended to December 31, 2020. Unexpended funds previously transferred or anticipated to be transferred under agreement 18-191-014 shall be governed by this Agreement. The funds governed by this Agreement will support sub-agreements executed at the direction of the Chancellor’s Office.

The Chancellor’s Office and the Fiscal Agent, for good and valuable consideration, agree as follows:

**A. Party Representatives**

1. Agreement Personnel. The Fiscal Agent and the Chancellor’s Office designate the following individuals as their respective representatives:

<b>Chancellor’s Office</b> <b>Project Monitor:</b> Nick Esquivel	<b>Fiscal Agent</b> <b>Project Director:</b> Sarah Santoyo
Phone: 916-445-4670	Phone : 714-480-7466
Email : nesquivel@cccco.edu	Email : Santoyo_Sarah@rscdd.edu

2. Fiscal Agent Key Personnel. Key personnel of the District are:

<b>Fiscal Agent Superintendent/President (or authorized Designee):</b>	
Name: Marvin Martinez	Title: Chancellor
Phone: 714-480-7450	E-Mail Address: Martinez_Marvin@rscdd.edu
<b>Responsible Administrator:</b>	
Name: Enrique Perez	Title: Vice Chancellor, Educational Services
Phone: 714-480-7460	E-Mail Address: Perez_Enrique@rscdd.edu
<b>Business Officer:</b>	
Name: Adam O’Connor	Title: Interim Vice Chancellor, Business Ops
Phone: 714-480-7320	E-Mail Address: O’Connor_Adam@rscdd.edu

**B. Duties and Responsibilities of the Parties**



1. Fund Transfer. The Chancellor's Office has previously transferred \$1,100,000 to Fiscal Agent under agreement 18-191-014. These funds will be subject to the fiscal agency established by this Agreement.
2. Invoicing for Transfer of Funds. The invoice or invoices must be emailed by the Fiscal Agent to the Project Monitor and must include the following information clearly displayed: (i) Date of Invoice. The words "Date of Invoice" must precede the date of the invoice; (ii) Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number; (iii) Fiscal Agency's Name. Fiscal Agent's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FISCAL Government Agency Taxpayer ID Form (TIN); (iv) Payee Address. The phrase "Remit to Address" must precede Fiscal Agent's address, which must match the address on the Std. 204 or TIN Form; (v) a description of the purpose of the disbursement ("for the transfer of funds to be held under Fiscal Agent Service Agreement C19-0058 (vi) the Chancellor's Office Project Monitor; (vii) the Invoice Amount; and (viii) the Fiscal Agent's Contact Information.
3. Fund Deposits/Accounts. Upon receipt of the Funds, the Fiscal Agent shall account for the Funds according to generally accepted accounting standards and principles. Any interest accruing on the Funds shall be added to the Funds and expended at the direction of the Chancellor's Office.
4. Fund Disbursements. The Fiscal Agent shall only disburse the Funds to such parties, in such amounts, and at such times as directed by the Chancellor's Office in writing and subject to availability of Funds. Fiscal Agent is not responsible or liable for the use of the Funds disbursed in accordance with Chancellor's Office written instructions. The Fiscal Agent is not responsible or liable to the Chancellor's Office or third parties for any insufficiency of Funds to satisfy a Chancellor's Office authorization to disburse Funds, unless the insufficient Funds are the result of Fiscal Agent negligent or willful conduct.
5. Fiscal Controls. The Fiscal Agent shall establish, manage, and maintain an appropriate system of internal controls, accounting records and documentation of the receipt and disbursement of the Funds. Accounting records shall be contemporaneously maintained in accordance with generally accepted accounting standards and principles, and applied in a consistent manner and available for review or reproduction upon reasonable written request by the Chancellor's Office Project Manager.
6. Fiscal Agent Responsibilities. The Fiscal Agent is responsible for all equipment and personnel necessary to complete the Fiscal Agent's responsibilities under this Agreement. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties envisioned by this Agreement successfully.

7. Chancellor’s Office Instructions. The Chancellor’s Office Project Monitor shall issue written directions and instructions to the Fiscal Agent’s Project Director to authorize and direct the Fiscal Agent to take actions under this Agreement. The Project Monitor’s written directions and instructions must indicate that they have been approved by a Vice Chancellor or Assistance Vice Chancellor. Written instructions to the Fiscal Agent for the disbursement of the Funds shall include: (i) the recipient; (ii) the disbursement amount; (iii) deposit account information; and (iv) disbursement date. No Fiscal Agent actions relating to the Funds or any sub-agreement shall be taken except in accordance with the Project Monitor’s written directions and instructions.
8. Reports. The Fiscal Agent shall provide the Chancellor’s Office with monthly reports identifying the Funds received and disbursed under this Agreement, and paid by the Fiscal Agent under the terms of sub-agreements in the immediately preceding month.
9. Audits. The Fiscal Agent will assist the Chancellor’s Office, and cooperate with any other state agency exercising lawful authority, or their respective agents, by providing all documentation related to this Agreement and the fiscal agency established by it, promptly upon request.

**C. Fiscal Agent Compensation**

1. Payment for Fiscal Agent Services. The Fiscal Agent shall be compensated for services rendered up to a maximum of four percent (4.0 %) of the total grant funds.

At the end of each quarter, four percent (4.0 %) of all Funds distributed by the Fiscal Agent on behalf of the Chancellor’s Office for the California Apprenticeship Initiative during the preceding quarter, shall be withdrawn from the Funds account, as payment for Fiscal Agent fees. The amount of the Fiscal Agent fees withdrawn shall be reported in the following quarter’s report. A full accounting of Fiscal Agent fees will also be reported each month, as a separate line item in the Fiscal Agent’s monthly reports of Funds receipt and distribution.

**D. Sub-agreements**

1. Sub-agreements Defined. For purposes of this Agreement, the term “sub-agreement” means an agreement entered by the Fiscal Agent on behalf of the Chancellor’s Office for the disbursement of the Funds including, but not limited to, grants and contracts.
2. Authority to Enter Sub-Agreements. The Fiscal Agent shall enter into sub-agreements on behalf of the Chancellor’s Office relating to the California Apprenticeship Initiative in accordance with Project Monitor’s written instructions. Such sub-agreements may include grants, contracts, or other similar arrangements, and must be prepared on a form with terms and conditions approved by the Chancellor’s Office.

3. Sub-Agreement Terms and Conditions. The Chancellor’s Office shall be solely responsible for the terms and conditions of sub-agreements entered by the Fiscal Agent on the Chancellor’s Office behalf, and their sufficiency to accomplish their intended purposes. All sub-agreements shall be compliant with the procurement standards and requirements that apply to the Chancellor’s Office under applicable law, and under the Board of Governors’ Procedures and Standing Orders.
4. Fiscal Agent Status. All sub-agreements shall indicate that: (i) the Fiscal Agent acts solely as a fiscal agent for the Chancellor’s Office; (ii) the Fiscal Agent is not responsible for the performance of obligations of third-parties or the Chancellor’s Office under a sub-agreement or for enforcement of the terms of a sub-agreement; and (iii) the Fiscal Agent’s obligations to third parties are limited to those expressly stated in the terms of a sub-agreement. The Chancellor’s Office shall deliver a copy of each proposed sub-agreement to the Fiscal Agent for review and acceptance. The Fiscal Agent may decline to enter a sub-agreement as fiscal agent for the Chancellor’s Office if these provisions are absent, or if the Funds are insufficient to pay the Chancellor’s Office financial obligations under the sub-agreement.
5. Sub-Agreement Administration. Except for the Fiscal Agent’s disbursement of the Funds in satisfaction of payment obligations under a sub-agreement, the Chancellor’s Office is solely responsible for: (i) administering and managing sub-agreements; and (ii) enforcing Chancellor’s Office rights and remedies. Sub-agreements shall not require approval of the Fiscal Agent’s board of trustees.

**E. General Provisions**

1. Termination. This Agreement may be terminated with or without cause by either party on thirty (30) days written notice. In the event of termination, the Fiscal Agent shall continue to hold the Funds upon the terms provided in this Agreement until receipt of final instructions from the Chancellor’s Office. Notwithstanding termination of this Agreement, the parties shall take all reasonable actions to mitigate each other party’s harms that results from termination.
2. Governing Law. This Agreement is governed by the laws of the State of California, and shall be interpreted consistent with those laws.
3. Force Majeure. The Chancellor’s Office and Fiscal Agent are excused from performance during the time and to the extent that they are prevented from performing by act of God or other unforeseeable events beyond the reasonable control of either Fiscal Agent or the Chancellor’s Office.
4. No Assignments. This Agreement is not assignable by either party, either in whole or in part.

5. Time. Time is of the essence in performance and completion of obligations under the Agreement.
6. No Oral Modifications. No term or condition of this Agreement may be modified or amended except by a subsequent writing executed by the Fiscal Agent and the Chancellor's Office. Verbal or oral modifications to this Agreement are not enforceable.
7. No Waiver. The Fiscal Agent's or the Chancellor's Office's waiver or delayed enforcement of any term, condition, covenant, or obligation under this Agreement shall not: (i) constitute waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the enforcement of such term, condition, covenant or obligation.
8. Provisions Required By Laws Deemed Inserted. Provisions required by law to be incorporated into this Agreement are deemed incorporated into this Agreement and shall be interpreted and enforced as though such provisions are incorporated into this Agreement.
9. Severability. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Fiscal Agent and the Chancellor's Office concerning its subject matter, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.
11. Chancellor's Office Indemnity of Fiscal Agent. The Chancellor's Office shall defend, indemnify and hold harmless Fiscal Agent's Indemnified Parties who are: the Fiscal Agent, the Fiscal Agent's Board of Trustees, trustees, employees, agents and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action asserted by or on behalf of any third party to a sub-agreement which arises out of an alleged breach by the Chancellor's Office under this Agreement or a sub-agreement, or any negligent, reckless, or willful conduct by the Chancellor's Office.
12. Fiscal Agent Indemnity of Chancellor's Office. Fiscal Agent shall defend, indemnify and hold harmless the Chancellor's Office's Indemnified Parties who are: the Board of Governors of the California Community Colleges and its individual members, the Chancellor's Office, and Chancellor's Office employees, agents, and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action which arise out of an alleged breach by the Fiscal Agent of Fiscal Agent obligations under this Agreement, or any negligent, reckless, or willful conduct by the Fiscal Agent.

**SPECIAL PROJECT DETAILED BUDGET #2505**  
**NAME: Governor's Office of Business & Economic Development (GO-Biz) -**  
**Capital Infusion Program (CIP) Grant - Orange County SBDC (District)**  
**FISCAL YEAR 2020/2021 and 2021/2022**

Contract Period: 10/01/2020 - 9/30/2021

PROJ. ADM.: Enrique Perez

Contract Amount: \$50,000

PROJ. DIR.: Roger Lloyd

Prime Sponsor: State of California - Office of Small Business Advocate (OSBA)

Date: 01/22/2021

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

Prime Award #: CIP2020-L4

Sub-Award #: S-7519-RSCCD

GL Account String	Description	New Budget	
		Debit	Credit
12 2505 000000 50000 8659	Other Reimb Categorical Allow : District Oper		50,000
<b>12_2505_684000_53410_2345</b>	<b>Professional Experts : Small Business Dev Ctr Business Experts @ \$45/hr. x 1,054 hrs.</b>	<b>47,430</b>	
12 2505 684000 53410 3325	Medicare - Non-Instructional : Small Business	688	
12 2505 684000 53410 3335	PARS - Non-Instructional : Small Business Dev	617	
12 2505 684000 53410 3435	H & W - Retiree Fund Non-Inst : Small Busines	530	
12 2505 684000 53410 3515	SUI - Non-Instructional : Small Business Dev	24	
12 2505 684000 53410 3615	WCI - Non-Instructional : Small Business Dev	711	
	<b>Total 2505 - GO-Biz CIP</b>	<b>50,000</b>	<b>50,000</b>

The match required is \$50,000 that consists of SBDC's federally funded project staff.			
12-1328-684000-53410-2345	<b>Classified Employees - Hourly : Small Business Business Experts @ \$45/hr. x 1,054 hrs.</b>	47,430	
12-1328-684000-53410-3xxx	Benefits rate at 5.4%	2,570	
<b>Eff. 1/1/21 project #12-1328</b>	<b>Total Match SBA/CSUF SBDC</b>	<b>50,000</b>	

5.1 (11)

## ABSTRACT

**Organizational Overview:** Governor's Office of Business & Economic Development (GOBiz) Capital Infusion Program (CIP) Grant

Sub-award to RSCCD's Orange County Small Business Development Center (SBDC) from the Orange County/Inland Empire SBDC Lead Center, hosted by California State University, Fullerton, the primary grantee of the Governor's Office of Business and Economic Development (GO-Biz) Capital Infusion Program (CIP) grant, to assist small businesses and entrepreneurs obtain access to capital and to provide funding for one-on-one business consulting services.

Orange County SBDC is hosted by Rancho Santiago Community College District (RSCCD) located in the City of Santa Ana, Orange County. Centered in a growing and dynamic area, the district serves a population of more than 700,000 residents in the communities of Anaheim, Anaheim Hills, Orange, Santa Ana, Villa Park, Costa Mesa, Irvine, Fountain Valley, Garden Grove and Tustin.

**Services/activities that will be provided during the performance period:** Orange County SBDC facilitates training workshops and schedules hundreds of consultation sessions annually to help prepare small business owners to successfully secure capital for establishment and/or growth of their business. The proposed approach for providing capital infusion services is to increase assistance to more clients, preparing them with financial projections and completing loan packages to submit to lender.

The Center's strategy for outreach encompasses several tactics to increase traffic, recruit new clients and solidify credibility. Using the Center's website, posting on social media and emailing the distribution of the Center's newsletter, clients will learn about available sources of capital for each stage of the business whether pre-venture, start-up or established. The Center will also promote trainings and workshops via these news channels. The workshops will teach entrepreneurs how to pre-qualify for business loans and/or micro-loans. Additionally, the Center will strengthen its relationships with a wide network of lenders and bank representatives to fund the loans in partnership with the Lead SBDC Center. As such, the Center will continue to cultivate and develop strong, collaborative unions with financial institutions to grow the network of lenders that serve small businesses.

**SPECIAL PROJECT DETAILED BUDGET # 2506**  
**NAME: Governor's Office of Business & Economic Development (GO-Biz) -**  
**Technical Assistance Expansion Program (TAEP) Grant - Orange County SBDC (District)**  
**FISCAL YEAR 2020/2021 and 2021/2022**

Contract Period: 10/01/2020 - 9/30/2021

PROJ. ADM.: Enrique Perez

Contract Amount: \$200,000

PROJ. DIR.: Roger Lloyd

Prime Sponsor: State of California - Office of Small Business Advocate (OSBA)

Date: 01/22/2021

Fiscal Agent: CSU Fullerton Auxiliary Services Corporation

Prime Award #: TBD

Sub-Award #: TBD

GL Account String	Description	New Budget	
		Debit	Credit
12_2506_000000_50000_8659	Other Reimb Categorical Allow : District Oper		200,000
12_2506_684000_53410_2110	<b>Classified Management : Small Business Dev Ctr</b> <b>Director of Special Programs</b> <b>Roger Lloyd (75% federal, 25% GO-Biz)</b>	23,013	
12_2506_684000_53410_2345	<b>Professional Experts : Small Business Dev Ctr</b> <b>Business Experts @ \$45/hr. x 3,527 hrs.</b>	158,715	
12_2506_684000_53410_3215	PERS - Non-Instructional : Small Business Dev	5,247	
12_2506_684000_53410_3315	OASDHI - Non-Instructional : Small Business D	1,427	
12_2506_684000_53410_3325	Medicare - Non-Instructional : Small Business	2,635	
12_2506_684000_53410_3335	PARS - Non-Instructional : Small Business Dev	2,063	
12_2506_684000_53410_3415	H & W - Non-Instructional : Small Business Dev	2,084	
12_2506_684000_53410_3435	H & W - Retiree Fund Non-Inst : Small Busines	1,999	
12_2506_684000_53410_3515	SUI - Non-Instructional : Small Business Dev	91	
12_2506_684000_53410_3615	WCI - Non-Instructional : Small Business Dev	2,726	
<b>Total 2506 - GO-Biz TAEP</b>		<b>200,000</b>	<b>200,000</b>

The match required is \$200,000 that consists of SBDC's federally funded project staff at \$262,006 and other program costs at \$3,444.

12-1328-684000-53410-2110	<b>Classified Management: SBDC Director (45%)</b>	41,424
12-1328-684000-53410-3xxx	Benefits rate at 31.0%	17,520
12-1328-684000-53410-2130	<b>Classified Employees - Business Svcs. Coord. (100%)</b>	72,441
12-1328-684000-53410-3xxx	Benefits rate at 31.0%	46,339
12-1328-684000-53410-2345	<b>Classified Employees - Hourly : Small Business</b> <b>Business Experts @ \$45/hr. x 420 hrs</b>	18,900
12-1328-684000-53410-3xxx	Benefits rate at 5.4%	1,021
12-1328-684000-53410-4xxx	Operational Costs: supplies, mileage, copier lease, excess	2,355
12-1328-684000-53410-5xxx	copy usage and printing	
<b>Eff. 1/1/21 project #12-1328</b>	<b>Total Match SBA/CSUF SBDC</b>	<b>200,000</b>

5.1 (13)

## ABSTRACT

**Organizational Overview:** Governor's Office of Business & Economic Development (GOBiz) Small Business Technical Assistance Expansion Program (TAEP) Grant

Sub-award to RSCCD's Orange County Small Business Development Center (SBDC) from the Orange County/Inland Empire SBDC Lead Center, hosted by California State University, Fullerton, the primary grantee of the Governor's Office of Business and Economic Development (GO-Biz) Small Business Technical Assistance Expansion grant, to assist small businesses and entrepreneurs to obtain access to capital and to provide funding for one-on-one business consulting services over a twelve-month period.

**Services/activities that will be provided during the performance period:** Orange County SBDC is committed to expanding its services in the region by establishing a presence in multiple locations hosted by existing partners throughout the community. With the hire of additional business experts, each with a distinguished level of knowledge and experience in various fields and/or industries, these professional will be placed in satellite offices to conduct consultations hosted by organizations that include the Santa Ana Chamber of Commerce, Westminster Chamber of Commerce, City of Garden Grove, City of Santa Ana, National Hispanic Business Women Association (NHBWA), and financial institutions that have offered space in their location.

With the Center launching a new co-working space in the facility, service for free consultations from the SBDC will be promoted and accessible to all guest entrepreneurs. Orange County SBDC will collaborate with their network to leverage resources in developing a business start-up program for underserved residents to achieve economic well-being as entrepreneurs. The Center will enhance its personalized, one-to-one consulting services to include virtual training for underserved audiences that include women and entrepreneurs in the Hispanic and Vietnamese communities. The Center will also encourage more entrepreneurs and small business owners to explore opportunities in the international market.

Orange County SBDC has a rich history of establishing partnerships and creating added value in collaborative projects so that all involved can leverage resources and achieve a common goal. As such, the Center currently partners with more than 20 organizations that share the desire to help small business owners succeed.



**SPECIAL PROJECT DETAILED BUDGET # 1625**  
**NAME: Project RAISE: Regional Alliance in STEM Education (SAC)**  
**FISCAL YEAR: 2020/2021**

CONTRACT PERIOD: 07/01/20 TO 09/30/2021  
 CONTRACT INCOME: \$ 20,304.00 - carryover from previous years  
                           \$20,000.00 - Year 5 Funding  
**TOTAL FUNDING:     \$40,304.00**

PROJ. ADM. Dr. Saeid Eidgahy  
 PROJ. DIR. Patty Oertel

*Prime Sponsor: U.S. Department of Education*  
*Fiscal Agent: CSU Fullerton; Subaward No: S-6386-SAC*  
*CFDA #: 84.031C; Award # P031C160152*

Date: 01/21/2021

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1625-000000-10000-8120	Higher Education Act		20,304		40,304		20,000
12-1625-649000-16410-1480	Part-Time Reassigned Time	2,567		2,000		-	567
12-1625-649000-16410-1484	Int/Sum Beynd Contr-Reassigned	9,390		25,417		16,027	
12-1625-649000-16410-3115	STRS - Non-Instructional	1,931		5,376		3,445	
12-1625-649000-16410-3325	Medicare - Non-Instructional	173		398		225	
12-1625-649000-16410-3435	H & W - Retiree Fund Non-Inst	132		302		170	
12-1625-649000-16410-3515	SUI - Non-Instructional	6		14		8	
12-1625-649000-16410-3615	WCI - Non-Instructional	179		412		233	
12-1625-649000-16410-4610	Non-Instructional Supplies	350		400		50	
12-1625-675000-16410-5210	Conference Expenses - Travel	4,072		3,000			1,072
12-1625-679000-10000-5865	Indirect Costs	1,504		2,985		1,481	
<b>Total 1625 Project RAISE</b>		<b>20,304</b>	<b>20,304</b>	<b>40,304</b>	<b>40,304</b>	<b>21,639</b>	<b>21,639</b>

5.1 (15)

## **Project RAISE (Regional Alliance In STEM Education)**

The California State Fullerton (CSUF) receives a five-year grant from the U.S. Department of Education under the Hispanic-Serving Institution STEM (science, technology, engineering, and math) & Articulation Program titled Regional Alliance In STEM Education (RAISE).

Project RAISE proposes a variety and project components to increase the number of Hispanic and low-income STEM students and increase persistence, retention and graduation rate among participants. Santa Ana College (SAC) is a partner with CSUF in support of the goals and objectives of the project.

As a partner in Project RAISE and in support of the goals and objectives of the project, staff at Santa Ana College will:

- Recruit students to participate in the Undergraduate Research Experience
- Participate in Advisory Board meetings three times per year
- Participate in the annual STEM Articulation Conference @CSUF
- Engage students in activities to increase persistence and retention
- Host CSUF Project RAISE staff member(s) and Peer Advisors to conduct workshops on Transferology, STEM Careers, Undergraduate Research Experience, and other topics.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: February 8, 2021
Re: Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County awarded the K-12 Strong Workforce Program 2020-21 Funds	
Action: Request for Approval	

**BACKGROUND**

RSCCD was selected by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD) to serve as the Fiscal Agent for the K-12 Strong Workforce Program (SWP) a categorical state apportionment for the Los Angeles and Orange County regions. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the local educational agencies (LEAs) to implement projects that strengthen the career education pathways from K-12 to the community college system that pertain to in-demand, high-wage occupations in the region.

**ANALYSIS**

In October 2020, local educational agencies (LEAs) in Los Angeles and Orange Counties submitted project proposals for the K-12 SWP funds. Projects were reviewed and evaluated by a selection committee facilitated by the Los Angeles/Orange County Regional Consortium. The Chancellor's Office published the list of approved grant awards in a memorandum dated December 9, 2020. As the fiscal agent for these funds, RSCCD has developed sub-agreements to disburse the grant awards to the LEAs. The performance period is January 1, 2021 through June 30, 2023. The attached chart lists the selected LEA hosts serving the Los Angeles and Orange County Regions.

**Project Director:** Sarah Santoyo

**Project Administrator:** Enrique Perez

**RECOMMENDATION**

It is recommended that the Board approve these sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$37,129,370 (grant-funded)	Board Date: February 8, 2021
Prepared by:	Alejandra L. Landa, Interim Director, Special Programs	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**List of Local Educational Agencies (LEAs) awarded K-12 Strong Workforce Program Funds**

<b>Region</b>	<b>Local Educational Agency</b>	<b>Amount</b>	<b>Agreement No.</b>
Los Angeles	ABC Unified School District	\$885,000	DO-20-2504-01
Los Angeles	Alhambra Unified School District	\$804,715	DO-20-2504-02
Los Angeles	Azusa Unified School District	\$885,000	DO-20-2504-03
Los Angeles	Bellflower Unified School District	\$664,018	DO-20-2504-04
Los Angeles	Beverly Hill Unified School District	\$57,948	DO-20-2504-05
Los Angeles	Birmingham Community Charter High School District	\$199,125	DO-20-2504-06
Los Angeles	Burbank Unified School District	\$342,460	DO-20-2504-07
Los Angeles	California Advancing Pathways for Students in Los Angeles County	\$581,148	DO-20-2504-08
Los Angeles	Centinela Valley Union High School District	\$824,795	DO-20-2504-09
Los Angeles	City Charter High	\$499,400	DO-20-2504-10
Los Angeles	Covina-Valley Unified School District	\$202,665	DO-20-2504-11
Los Angeles	Culver City Unified School District	\$177,885	DO-20-2504-12
Los Angeles	Da Vinci Design	\$314,406	DO-20-2504-13
Los Angeles	Da Vinci Science	\$604,438	DO-20-2504-14
Los Angeles	Downey Unified School District	\$5,215,929	DO-20-2504-15
Los Angeles	East San Gabriel Valley Regional Occupational Program and Technical Center	\$670,191	DO-20-2504-16
Los Angeles	El Monte Union High School District	\$741,170	DO-20-2504-17
Los Angeles	Five Keys Independence High School (San Francisco Sheriff's Department)	\$183,744	DO-20-2504-18
Los Angeles	Glendale Unified School District	\$1,749,477	DO-20-2504-19
Los Angeles	Inglewood Unified School District	\$358,425	DO-20-2504-20
Los Angeles	Long Beach Unified School District	\$183,099	DO-20-2504-21
Los Angeles	Los Angeles Academy of Arts and Enterprise Charter	\$500,000	DO-20-2504-22
Los Angeles	Los Angeles Unified School District	\$3,507,840	DO-20-2504-23
Los Angeles	Lynwood Unified School District	\$350,663	DO-20-2504-24
Los Angeles	New Designs Charter Schools	\$885,000	DO-20-2504-25
Los Angeles	Pasadena Unified School District	\$538,399	DO-20-2504-26
Los Angeles	Port of Los Angeles High School	\$253,641	DO-20-2504-27
Los Angeles	Rowland Unified School District	\$885,000	DO-20-2504-28
Los Angeles	School for Integrated Academics & Technologies, Inc. (SIATech) Academy South	\$300,814	DO-20-2504-29
Los Angeles	Tri-Cities Regional Occupational Program	\$1,973,484	DO-20-2504-30
	<b><i>Sub-Total Los Angeles</i></b>	<b><i>\$25,339,879</i></b>	
Orange County	Anaheim Unified High School District	\$318,750	DO-20-2504-31
Orange County	Brea Olinda Unified School District	\$318,750	DO-20-2504-32
Orange County	Capistrano Unified School District	\$318,750	DO-20-2504-33
Orange County	Fullerton Elementary School District	\$298,702	DO-20-2504-34
Orange County	Fullerton Joint Union High School District	\$636,948	DO-20-2504-35
Orange County	Garden Grove Unified School District	\$1,293,750	DO-20-2504-36
Orange County	Huntington Beach Union High School District	\$318,750	DO-20-2504-37
Orange County	Irvine Unified School District	\$318,750	DO-20-2504-38
Orange County	Laguna Beach Unified School District	\$318,750	DO-20-2504-39
Orange County	Los Alamitos Unified School District	\$318,750	DO-20-2504-40
Orange County	Newport-Mesa Unified School District	\$318,750	DO-20-2504-41
Orange County	Orange County Superintendent of Schools/Orange County Department of Education	\$3,700,000	DO-20-2504-42
Orange County	Orange Unified School District	\$318,750	DO-20-2504-43
Orange County	Placentia-Yorba Linda Unified School District	\$318,750	DO-20-2504-44
Orange County	Saddleback Valley Unified School District	\$318,750	DO-20-2504-45
Orange County	Samueli Academy	\$45,000	DO-20-2504-46
Orange County	Santa Ana Unified School District	\$1,990,091	DO-20-2504-47
Orange County	Tustin Unified School District	\$318,750	DO-20-2504-48
	<b><i>Sub-Total Orange County</i></b>	<b><i>\$11,789,491</i></b>	
	<b>Total Los Angeles and Orange County</b>	<b>\$37,129,370</b>	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
**NAME LOCAL EDUCATIONAL AGENCY****

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 8th of February, 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Name of Local Educational Agency** (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 K12 Strong Workforce Program for Los Angeles and Orange Counties, (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”), to sub-grant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; 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 the purpose of 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 in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, 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, 2021 through June 30, 2023.
3. **Total Cost**  
The total cost to RSCCD for performance of this Agreement shall not exceed \$**xxx,xxx** 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. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advance payment of 70% (seventy percent) after the Agreement is fully executed, up to 20% (twenty percent) in progress payment upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. The final 10% (ten percent) payment is contingent upon successful performance of the work, as approved by the PRIME SPONSOR. Payment shall not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo\_Sarah@rscd.edu) and Alejandra Landa (Landa\_Alejandra@rscd.edu). The subject line of the invoice should be as follows: "INVOICE\_K12SWP\_PIF\_Subcontractor Name."

Refer to the Invoice Form and Instructions (Exhibit B) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

K12 Strong Workforce Program funding is project based with project submissions and reporting expenditures in NOVA. The SUBCONTRACTOR agrees to adhere to the reporting frequency as identified in Exhibit D: K12 Strong Workforce Program RFA-Appendix A: Grantee Requirements and Guidelines, p.36-37. Periodic fiscal and narrative progress reports of project progress may be requested by the Fiscal Agent or the Regional Consortium at any time.

SUBCONTRACTOR shall prepare and submit outcomes data as required by the legislation, Education Code §88828 (d)(8), and as referenced in Exhibit D: K12 Strong Workforce Program RFA –Appendix A: Grantee Requirements and Guidelines, p. 36. As per the legislation, failure to provide this data may result in termination of the grant.

7. 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.

8. Modifications

SUBCONTRACTOR may make changes to any budget category amounts up to 10% (ten

percent) of the total award amount per line item without the approval of RSCCD so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. SUBCONTRACTOR may add or delete budget categories subject to the prior approval of RSCCD.

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

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

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. 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 by the sole negligence or the willful misconduct 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, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

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:**  
Rancho Santiago Community College District  
Sarah Santoyo, Assistant Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 480-7466; Santoyo\_Sarah@rsccd.edu

**Fiscal Representative:**  
Rancho Santiago Community College District  
Adam O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Svcs  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7320, OConnor\_Adam@rsccd.edu

**SUBCONTRACTOR:**

**Primary Contact:**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Fiscal Representative:**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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 (Education Code Title 3, Division 7, Part 54.5 Strong Workforce Program Section 88827-88833) 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 requirements 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

SUBCONTRACTOR: **Name of**  
**SUBCONTRACTOR**

By: \_\_\_\_\_  
Name: Adam O'Connor  
\_\_\_\_\_  
Interim Vice Chancellor  
Title: Business Operations/Fiscal Services  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: February 8, 2021

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (K12 Strong Workforce Program Project Plan – Certified)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Intent to Award Memorandum from the Chancellor’s Office (12/09/2020)
- Exhibit D: K-12 SWP Request for Applications (RFA) and Program Specifications
- Exhibit E: K-12 SWP Legislation (Ed. Code Title 3, Division 7, Part 54.5 [88827-88833])
- Exhibit F: K-12 SWP Financial Match Guidelines

To access the sub-agreement exhibits, please [click here](#).

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses	
Action:	Request for Approval	

**BACKGROUND**

In June of 2020, the Foundation for California Community Colleges (FCCC) negotiated special semester-based subscription pricing for the Adobe Creative Cloud (CC) suite of applications for students through its CollegeBuys program. The use of this subscription supports Temporary Remote Instruction (TRI) by allowing students to create from home using industry-leading tools in creative design, film development, and many others, thus preventing the need to visit a computer lab on campus to access these applications.

On September 14<sup>th</sup>, 2020 the Board of Trustees ratified the purchase of 550 six-month Adobe CC licenses to support students who required these products during the Fall 2020 semester. This purchase was approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19). The Chancellor's emergency approval was required due to limited time available between the moment the FCCC negotiated pricing became available and the start of the Fall term. To view September 14, 2020 Docket, Page 261, please click [here](#).

The 550 licenses purchased for the Fall 2020 are due to expire on February 24<sup>th</sup>, 2021 and need to be renewed to support students during the Spring 2021 term.

**ANALYSIS**

Given that there is sufficient time to procure the license extension for the Spring term, the district would like to process the purchase through the regular purchasing process without the need for emergency approval by the Chancellor. The CollegeBuys pricing from the FCCC for 550 Adobe CC licenses is \$39.99 for a six-month term, for a total of \$21,994.50. Since this is a unique offering negotiated for the FCCC, no other vendors were able to provide comparable quotes.

The costs will be funded by the COVID-19 State Block Grant.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses as presented.

Fiscal Impact:	\$21,994.50	Board Date: February 8, 2021
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**Vendor:**

Foundation for California Community Colleges  
 Attn: Ryan Rivera, CollegeBuys  
[rrivera@foundationccc.org](mailto:rrivera@foundationccc.org)

**Customer/Billing:**

Rancho Santiago CCD  
 Attn: Lynn Nevils  
[Nevils\\_Lynn@rscdd.edu](mailto:Nevils_Lynn@rscdd.edu)

<i>CollegeBuys Pricing Quote</i>			
<b>Adobe Creative Cloud License</b>		Software Qty: 550 Semester(s): 1	
	<b>\$ Per Unit</b>	<b>Semester(s)</b>	<b>Sum \$</b>
Cost of Adobe Creative Cloud License (\$39.99 per semester)	\$ 39.99	1	\$ 39.99
<b>Subtotal Cost per Unit</b>			<b>\$ 39.99</b>
<b>TOTAL PROGRAM SUMMARY</b>			
	<b>Cost Per Unit</b>	<b>Total Units</b>	<b>Totals</b>
<b>TOTAL COST, FULLY BURDENED</b>	<b>\$ 39.99</b>	<b>550</b>	<b>\$ 21,994.50</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 8, 2021
Re:	Approval of Amendment to Agreement with Go To Technologies, Inc. for Professional Services	
Action:	Request for Approval	

**BACKGROUND**

On August 10, 2020, the Board of Trustees approved an agreement with Go To Technologies, Inc. for Professional Services to assist in identifying a new IT service management and project management solution. The scope of work consisted of system assessment, setting up a Proof of Concept (POC), system validation, recommendation and the delivery of an implementation proposal. These services have been completed. A suitable system has been identified, tested and validated and an implementation proposal was delivered. The district would like to amend the scope of work and performance period to execute the implementation proposal. To view August 10, 2020 Docket, Page 200, please click [here](#).

**ANALYSIS**

This amendment will provide additional hours and time required for assistance to implement the system. This amendment will extend the end of the performance period from June 30, 2021 to December 31, 2021 and the total contracted hours from 120 to 525. This results in an increase of \$64,800, which extends the total contract amount from \$19,200 to \$84,000. There are no revisions to the contract hourly rates and the district reserves the right to terminate the agreement by providing thirty days written notice should the project be completed ahead of schedule.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the amendment to the agreement with Go To Technologies, Inc. for Professional Services as presented.

Fiscal Impact:	\$64,800	Board Date: February 8, 2021
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**AMENDMENT TO AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this 9<sup>th</sup> day of February in the year 2021, between **GO TO TECHNOLOGIES, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on August 11<sup>th</sup>, 2020 to assist in identifying a new IT service management and project management solution. Please amend the AGREEMENT to include the following:
  - 1. Amend the contracted scope of work, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.
  - 2. Extend the end of the contract term from June 30, 2021 to December 31, 2021.
  - 3. Increase the contract billable hours by 405 hours. This will thereby increase the total contract amount by \$64,800.
  
- B. Except as amended herein, the terms and conditions of AGREEMENT effective August 11<sup>th</sup>, 2020 shall remain in full force and effect.

**GO TO TECHNOLOGIES, INC.**

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT OF ORANGE  
COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Adam M. O'Connor

Title \_\_\_\_\_

Interim Vice Chancellor, Business  
Operations/Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College  
District  
2323 N. Broadway, Suite 250  
Santa Ana, CA 92706  
Jesse Gonzalez  
Assistant Vice Chancellor, ITS

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing

# Exhibit A

## Amended Scope of Work

### **Business Purpose**

Go To Technologies will manage the implementation of the new Information Technology Service Management (ITSM) and Project Management solution for RSCCD and provide training to all the staff who will be utilizing it.

### **Inclusions**

- Management of Vendor services
- Management of implementation
- Training for all IT Staff
- Knowledge Transfer
- Set up of weekly, monthly, term, and Annual reports

### **Deliverables**

#### **Key Deliverables & Acceptance Criteria**

Go To Technologies will provide the following items (the “Go To Technologies Materials”) to Customer during the Engagement to review and approve in accordance with the acceptance process set forth below:

<b>Deliverable</b>	<b>Acceptance Criteria</b>
Implementation project charter and project plan	▫ Reviewed and approved by ITS Directors and Assistant Vice-Chancellor of ITS
Feature deployment recommendations and project status reports	▫ Reviewed and approved by ITS Directors and Assistant Vice-Chancellor of ITS
Training plan, training materials and training logs	▫ Reviewed and approved by ITS Directors and Assistant Vice-Chancellor of ITS





**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and Go To Technologies, Inc., having its principal business address located at 28 Old Rudnick Ln, Dover Delaware, 19901 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

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

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 11, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Nine-Teen Thousand, Two Hundred Dollars (\$19,200) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free,

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

### Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

District: Rancho Santiago Community College District  
Attn: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)  
Jesse Gonzalez  
Assistant Vice Chancellor, ITS  
2323 N. Broadway  
Santa Ana, Ca 92706

Contractor: Jorge Forero  
28056 N. Edwards Road  
San Tan Valley, AZ 85143

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

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

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that

Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,



making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District JG

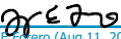
BY:   
\_\_\_\_\_  
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: Aug 11, 2020

CONTRACTOR

BY:   
\_\_\_\_\_  
Signature of Authorized Person

Print Name: Jorge Forero

Print Title: \_\_\_\_\_ CEO

Date: Aug 11, 2020

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

See Attached Scope of Work - RSCCD IT Project Management Services



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## GO TO TECHNOLOGIES, INC.

Scope of Work for  
Rancho Santiago Community College District  
Project Management Services  
July 27, 2020

Presented by:  
Jorge Forero

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## Project Objectives

### Background

Rancho Santiago Community College District (RSCCD) is in need of a new IT Project Management solution and Help Desk Management System to support the intake and management of all IT related incidents and projects.

### Current State

RSCCD is currently using WebHelpDesk to capture trouble tickets and IT requests. This system has limitations for tracking, workflows, and reporting.

RSCCD currently does not have a Project Management tool to manage the intake and delivery of IT Projects. The software development team is using JIRA to track the development efforts of projects in progress.

The Infrastructure team and the local IT Support teams at the campuses (SAC, SCC) utilize spreadsheets to capture and track IT projects within their departments.

The IT Team has to manually capture data from WebHelpDesk, JIRA, and Spreadsheets to be able to report on the overall IT departments workload and accomplishments.

### Business Purpose

This engagement will be divided into two phases; Assessment and Selection (Phase I), Implementation and Training (Phase II)

Go To Technologies will conduct an assessment of IT Project Management and ITSM (IT Service Management) tools to assist RSCCD in identifying and selecting the best fit solution for the organization for Phase I.

Go To Technologies will manage the implementation of the new solution and provide training to all the staff who will be utilizing the new solution.

### Phase I - Inclusions

- Assessment of third-party tools
- Proof of Concept
- Recommendation for acquisition
- Negotiation with the Vendor

### Phase II - Inclusions

- Management of Vendor services
- Management of implementation
- Training for all IT Staff
- Knowledge Transfer
- Set up of weekly, monthly, term, and Annual reports

## **Proposed Duration**

The proposed engagement for each Phase:

### **Phase I**

Eight weeks to evaluate the systems, set up a Proof Of Concept (POC), validate with test users in RSCCD and provide recommendation to the Assistant Vice Chancellor of ITS.

### **Phase II**

Based on previous experience in implementing an ITSM And Project Management solution for an IT organization of more than 50 employees, it takes approximately 6 months. A detailed implementation plan will be delivered as a deliverable of Phase I.

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## Deliverables

### Key Deliverables & Acceptance Criteria for Phase I

Go To Technologies will provide the following items (the "Go To Technologies Materials") to Customer during the Engagement to review and approve in accordance with the acceptance process set forth below:

Deliverable	Acceptance Criteria
Assessment of ITSM and Project Management Tools	▫ Reviewed and approved Assistant Vice-Chancellor of ITS
Conduct POC and Validation	▫ Reviewed and approved by IT Directors and Assistant Vice-Chancellor of ITS
Recommendation for solution selection	▫ Reviewed and approved by IT Directors and Assistant Vice-Chancellor of ITS
Proposal and Estimate for Implementation	▫ Reviewed and approved Assistant Vice-Chancellor of ITS

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## Change Management

Once the Statement of Work is approved, the project's scope and approach will be considered baselined. However, as the project progresses, there may be future requests for modifications to be made to the project's scope, schedule, budget, etc. Since changes present additional risks to the project, a project change request and management process will be followed to ensure that proposed changes will be properly identified, assessed, understood and approved before being accepted. The purpose of this process would be to minimize and control risk in the project; not to prevent change.

The Customer and Go To Technologies will fill out the "Change Management Work Order" form for any project changes. The Go To Technologies Project Manager will facilitate this change.

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## Fees and Payment for Phase I

All consulting services related to this project as outlined in this Scope of Work, shall be performed on a time and materials basis not to exceed **Nineteen Thousand – Two Hundred Dollars (\$19,200.00)**

There will be no additional cost for travel and expenses as the billable rate is all-inclusive.

### Consulting Services Rates

The billable rate below is in US dollars currency.

GO TO TECHNOLOGIES RESOURCES	ESTIMATED BILLABLE HOURS	HOURLY RATE	TOTAL
IT Management Consultant	120	\$160	\$ 19,200.00
<b>Total</b>			<b>\$ 19,200.00</b>

This engagement will not exceed a total of 120 hours.

### Payment Terms, Expenses and Taxes

#### Payment Terms

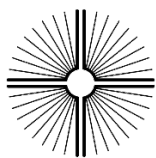
- A. All invoices are to be paid Net 30 from the time of receipt
- B. Invoices will be submitted on a weekly basis on the Monday following the established work week.
- C. All invoices shall be Submitted to:

Company Name: Rancho Santiago Community College District  
Accounts Payable Department  
Address: 2323 N. Broadway  
Santa Ana, CA 92706

Telephone Number.:  
Email:

#### Expenses

- A. There will be no additional charges for travel or expenses in this engagement.



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

**Date:** December 16, 2020  
**To:** California Community College Chancellors, Superintendent/Presidents  
California Community College Trustees  
**From:** Larry Galizio, President & CEO, Community College League of California  
**Subject:** CCCT Board Election - 2021

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The California Community College Trustees (CCCT) Board serves a major role within the Community College League of California. Meeting five times a year, the twenty-two member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations for membership on the CCCT Board will be accepted from **January 1 through February 15, 2021**. Nominations are to be made by member district boards of trustees, and each district may nominate only members of its own board. **At the November 21, 2019 meeting, the CCCT Board voted to accept nomination materials electronically, as well as to move to an online ballot, so physical packets or ballots will not be mailed to districts.**

Each nominee must be a local community college district trustee (other than the student trustee) and must have consented to the nomination. Only one trustee per district may serve on the board.

Candidates must submit **all** of the following: Nomination Form, Biographical Sketch and Statement of Candidacy Form which will be accessible on the [CCCT Board page](#) on the League website by January 1, 2021. All forms must be submitted via the League website **no later than February 15, 2021**. The [CCCT Board page](#) includes more information about the CCCT Board including the meeting schedule, board terms and the governing policies.

The election of members of the CCCT Board will take place between March 10 and April 25, 2021 and will be accepted via the eBallot online platform. Each member district board of trustees will have one vote for each open seat on the CCCT Board. CCCT Board members are elected for three-year terms. No CCCT Board member shall serve more than three (3) **full** terms.

For 2021, seven (7) persons will be elected to the CCCT Board. There is one (1) incumbent eligible to run for re-election and six (6) vacancies due to trustees that have either reached their three-term limit, did not run for their local re-election, or were not locally re-elected.

Election results will be announced at the Annual Trustees Conference in the spring. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference, and the President of the CCCT Board will administer the Oath of Office at their first meeting in June 2021.

If you have any questions about the CCCT Board election process, please contact Agnes Lupa (916-245-5038 or [agnes@cclleague.org](mailto:agnes@cclleague.org) at the League office.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

February 8, 2021

**MANAGEMENT**

Revised Job Descriptions/Attachments #1-2

Vice Chancellor of Business Operations & Fiscal Services

Vice Chancellor of Human Resources

Ratification of Resignation/Retirement

Coburn, Allison  
Facilities Project Manager  
Facility Planning, District Construction &  
Support Services  
District Office

Effective: February 5, 2021 (Last Day)  
Reason: Resignation

**FACULTY**

Spring 2021 Step Increases for CEFA Part-time Faculty Hourly Rates/Attachment #3

Spring 2021 Step Increases for FARSCCD Part-time Faculty Hourly Rates/Attachment #4

Spring 2021 Step Increase for FARSCCD Full-time Faculty Beyond Contract/Overload Rate

Uffelman, Taylor  
Assistant Professor, Nursing  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: February 1, 2021  
From: IV-4 \$76.99/Hourly Lecture Rate  
To: IV-5 \$80.84/Hourly Lecture Rate

Fall 2020 Step Increase for FARSCCD Full-time Faculty Beyond Contract/Overload Rate

Natale, Alexander  
Assistant Professor, Physics  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 17, 2020  
From: IV-3 \$73.32/Hourly Lecture Rate  
To: IV-4 \$76.99/Hourly Lecture Rate

**FACULTY (CONT'D)**

Change of Classification

Bautista, Steven  
Counselor/Professor/Coordinator  
Center for Teacher Education  
Counseling Division  
Santa Ana College

Effective: July 31, 2020  
From: VI-16 \$129,810.51/Year  
To: VII-16 \$133,370.62/Year

Smith, Sean S.  
Assistant Professor, Mathematics  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: August 17, 2020  
From: III-14 \$103,141.25/Year  
From: IV-14 \$106,259.08/Year

Leaves of Absence

Diaz-Nunez, Maria  
Counselor/Instructor  
Counseling Division  
Santa Ana College

Effective: January 4, 2021 – January 14, 2021  
Reason: Emergency Paid Sick Leave (EPSL)

Dinh-Mahavongtrakul, Minhan  
Associate Professor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: February 9, 2021 – April 19, 2021  
Reason: Pregnancy Disability Leave

Dinh-Mahavongtrakul, Minhan  
Associate Professor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: March 9, 2021 – May 28, 2021  
Reason: Partial Banking Leave – Withdraw 9 LHE  
(Concurrent with PDL)

Dinh-Mahavongtrakul, Minhan  
Associate Professor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: May 28, 2021 – June 5, 2021  
Reason: Parental Leave

Felipe, Robert  
ESL Instructor  
Continuing Education/OEC  
Santiago Canyon College

Effective: January 7, 2021 – January 20, 2021  
Reason: Emergency Paid Sick Leave (EPSL)

**FACULTY (CONT'D)**

Leaves of Absence (cont'd)

Martino, Danielle  
Professor, Astronomy  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: February 1, 2021 – June 5, 2021  
Reason: Partial Banking Leave – Withdraw 2.5 LHE  
(Concurrent with Sabbatical)

Sosta, Rachel  
Professor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 4, 2021 – June 2, 2021  
Reason: Partial Banking Leave – Withdraw 13 LHE

Sosta, Rachel  
Professor, English  
Humanities & Social Sciences Division  
Santa Ana College

Effective: June 2, 2021 – June 4, 2021  
Reason: Parental Leave

Column Changes

Barrios, Blanca E.  
Instructor, Vocational/Business Skills  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: January 8, 2021  
From: I-6 \$55.89/\$27.95  
To: II-6 \$57.29/\$28.65

Cleary-Martin, Tami M.  
Instructor, Nursing  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Effective: February 1, 2021  
From: I-3 \$63.34  
To: II-3 \$66.52

Dollar, Natalya V.  
Instructor, ESL  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: January 8, 2021  
From: II-3 \$53.19/\$26.60  
To: III-3 \$54.53/\$27.26

Larson, Mary Ann  
Instructor, Psychology  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: February 1, 2021  
From: III-5 \$76.99/\$69.30  
To: IV-5 \$80.84/\$72.76

Lovero, Karissa  
Instructor, Biology  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Effective: February 1, 2021  
From: III-3 \$69.83/\$62.86  
To: IV-4 \$76.99/\$69.30

**FACULTY (CONT'D)**

Column Changes (cont'd)

Nguyen, Field  
Instructor, Counseling  
Counseling Division  
Santa Ana College  
Effective: February 1, 2021  
From: II-5 \$73.32/\$62.33/\$36.66  
To: IV-5 \$80.84/\$68.72/\$40.42

Pham, Victor.  
Instructor, Biology  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: February 1, 2021  
From: I-3 \$63.34  
To: IV-4 \$76.99

Strunk, Christina R.  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: February 1, 2021  
From: II-3 \$66.52  
To: IV-3 \$73.32

Part-time Hourly New Hires/Rehires

Abdul-Fields, Amina  
Instructor, Paralegal and Law  
Business Division  
Santa Ana College  
Effective: February 1, 2021  
Hourly Lecture Rate: IV-\$73.32

Anand, Preetha  
Instructor, Chemistry  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: February 1, 2021  
Hourly Lecture Rate: IV-4 \$76.99

Andrus, Emily L.  
Instructor, Office Technologies  
Business Applications & Technology Division  
Santa Ana College  
Effective: February 1, 2021  
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

Becerra, Christopher G.  
Instructor, Child Development &  
Education Studies (equivalency)  
Human Services & Technology Division  
Santa Ana College  
Effective: February 1, 2021  
Hourly Lecture Rate: IV-3 \$73.32

Botros Deborah L.  
Instructor, Computer Information Systems and  
Computer Science  
Business Division  
Santa Ana College  
Effective: February 1, 2021  
Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Colburn, Elisabeth A. Effective: February 1, 2021  
Instructor, Occupational Therapy Assistant Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Human Services & Technology Division  
Santa Ana College

Costa, Paola Effective: February 1, 2021  
Instructor, Culinary Arts Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Dual Enrollment/Orange County School of the Arts  
Human Services & Technology Division  
Santa Ana College

Elmishad, Hisham Effective: February 8, 2021  
Instructor, Water Utility Science Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Business & Career Education Division  
Santiago Canyon College

Fugitt, Christopher Effective: February 8, 2021  
Instructor, Engineering/Surveying Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Business & Career Education Division  
Santiago Canyon College

Gormally, Brenna M. Effective: February 1, 2021  
Instructor, Biology Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Khouri, Katiana M. Effective: January 29, 2021  
Instructor, Interdisciplinary (Noncredit) Hourly Rate: I-3 \$51.89  
Basic Skills Course HSS/ABE/GED  
School of Continuing Education (CEC)  
Santa Ana College

Lagoykina, Svetlana V. Effective: February 1, 2021  
Instructor, Chemistry Hourly Lecture/Lab Rates: IV-5 \$80.84/\$72.76  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Musgrave, Alla Effective: February 1, 2021  
Instructor, Art Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Tatum, Prima R. Effective: February 1, 2021  
Instructor, Chemistry Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Salling, Timothy M. Effective: February 1, 2021  
Instructor, Paralegal and Law Hourly Lecture Rate: IV-3 \$73.32  
Business Division  
Santa Ana College

Zito, Sarah E. Effective: February 1, 2021  
Instructor, Biology Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Non-paid Instructors of Record

Huggins, Jack R. Effective: December 15, 2020  
Instructor, Apprenticeship/Carpentry (equivalency)  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Education Division  
Santiago Canyon College

Shea, Nan L. Effective: February 1, 2021  
Instructor, Biology Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Science, Math & Health Sciences Division  
Santa Ana College

Non-Paid Intern Service

Miranda, Jocelyn Effective: February 9, 2021  
Human Services Fieldwork Intern College Affiliation: CSU, Fullerton  
Student Affairs Division Major: Human Services  
Student Services  
Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF BUSINESS SERVICES  
JOB DESCRIPTION**

**REVISED PAGE**

**GENERAL RESPONSIBILITIES**

Under the direction of the Chancellor, the Vice Chancellor of Business Services serves as the District's Chief Business Official to plan, develop, organize, coordinate, administer, review and evaluate comprehensive District-wide fiscal services including budget preparation and administration, accounting, payroll, risk management, security, facilities planning, construction, investments, and capital financing, purchasing, and warehousing, including contracting, fixed asset inventory control and mail delivery and courier services; ensure timely and accurate submission of all District financial reports, including the annual financial audit and adopted budget; ensure the development, implementation and adherence of Board policies related to business services; ensure compliance with State and federal laws, District policies and collective bargaining agreements; train, supervise and evaluate the performance of assigned personnel and perform other duties and assume other responsibilities as assigned by the Chancellor and Board of Trustees.

**SPECIFIC RESPONSIBILITIES**

Serves as the Chief Business Official of the District and an advisor and resource to the Chancellor regarding fiscal services, facilities planning/management and purchasing and other related matters; assists the Chancellor in formulating the business policies to be recommended to the Board of Trustees; and serves as a member of the Chancellor's Executive Council.

Directs the preparation and implementation of the annual budget and a long-range fiscal plan for the District. Responsible for developing maintaining legal and proper procedures for all fiscal services of the District. Responsible for the fiscal integrity of the district and the proper expenditures of all district funds. Responsible for the efficient, effective and proper accounting functions of the District. Identifies and pursues opportunities to maximize state and local funding.

Plans, organizes, coordinates, administers and evaluates the District's business services programs and services in compliance with State and federal laws, collective bargaining agreements and established goals and objectives of the District; develop guidelines and processes to facilitate the timely completion and distribution of financial and other business-related records and reports.

Directs the fiscal implementation and monitoring of provisions of collective bargaining agreements; ensures the development and promotion of accurate fiscal practices necessary to maintain positive employer-employee relations and a high level of employee morale related to implementing negotiated agreements.

Directs facility planning and construction activities including new construction, renovations and the maintenance of district facilities and equipment.

Directs all security, grounds and custodial services, and responsible for the quality and quantity of such services.

Attends all meetings of the Board of Trustees to represent business services, presents information and responds to questions as designated by the Chancellor; participates on committees, task forces and work groups; coordinates business services functions with employee benefits, human resources, information technology systems and other District functions as required.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF BUSINESS SERVICES  
JOB DESCRIPTION (CONTINUED)**

Trains, guides, supervises, supports and evaluate the performance of assigned personnel; delegates and reviews assignments and projects; establishes and monitors timelines and prioritizes work; establishes clear expectations for effective performance of business services functions; evaluates work products and results; interviews, selects and recommends hiring of employees; recommends transfers, reassignment, termination and disciplinary action; motivates staff and resolves conflicts within business services.

Reviews, analyzes and evaluates pending legislation, legal mandates, regulations, and guidelines which may affect the District's business programs, functions, and activities; anticipates and identifies legal issues and advises administration in the development of strategies for resolution; confers with legal counsel as appropriate; maintains current knowledge of laws, trends, policies, procedures and practices used in business services in a public community college district.

Perform other related duties as assigned.

**EDUCATION AND EXPERIENCE GUIDELINES**

A combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**EDUCATION**

Possession of a Master's degree from an accredited college or university in business or finance or related field is required.

**EXPERIENCE**

Five years of increasingly responsible and varied experience in administering and supervising a full range District-wide business services management programs, such as accounting, budgeting, payroll, facilities planning/management, purchasing, risk management, warehousing, inventory control, and at least three years in an administrative business services capacity in a public sector setting.

Experience in performing work as described above in a California public education environment is highly desirable.

Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of students and employees, as well as the needs of individuals with disabilities.

**DESIRABLE**

- Earned doctorate degree in business, finance, public administration or related field.
- Experience as a Chief Business or Fiscal Officer in a community college district.
- Experience in managing a budget of \$100 million or more.
- Experience in managing capital construction budgets.
- Ability to work effectively in a shared governance environment.
- Ability to work effectively within the state mandate for collective bargaining.

**LICENSES AND OTHER REQUIREMENTS**

Valid California driver's license.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF BUSINESS SERVICES  
JOB DESCRIPTION (CONTINUED)**

**REQUIRED SKILLS AND QUALIFICATIONS**

**POSITION REQUIRES KNOWLEDGE OF:**

Principles and practices of community college administration.

Principles and practices of business services management and collective bargaining in the public sector.

Principles of contract administration.

Principles, trends, methods, strategies and procedures pertaining to business services programs.

Principles and practices of training, supervision and performance evaluation.

District and college organization, operations, policies and objectives.

State and federal laws, codes and regulations related to business administration of a public education agency, including the California Education Code and the California Government Code.

District policies, operational procedures and guidelines applicable to the administration of a comprehensive public sector business services program.

Business services information systems functions and operations.

Negotiation techniques and public sector collective bargaining processes.

Progressive discipline procedures and documentation.

Budget preparation and control.

Oral and written communication skills.

Interpersonal skills including tact, patience and diplomacy.

**POSITION REQUIRES ABILITY TO:**

Plan, develop, organize, coordinate, administer, monitor, control and evaluate a wide variety of District business services functions and administrative services, operations, programs and activities.

Provide leadership in assigned business services areas.

Participate in negotiating collective bargaining agreements.

Develop and administer policies and procedures for business services.

Work cooperatively with Information Technology personnel to develop sound information and reporting systems and procedures related to business services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF BUSINESS SERVICES  
JOB DESCRIPTION (CONTINUED)**

Interpret, apply and explain complex District policies, legal requirements and negotiated agreements.

Make effective public presentations.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Select, train, lead, direct, supervise and evaluate the performance of assigned personnel.

Assure the preparation, maintenance and retention of personnel files and data.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Prepare and administer budgets for assigned program areas.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Collect, compile and analyze data.

Prepare and present reports and recommendations.

Prepare oral and written reports and recommendations.

Plan and organize work.

Operate computer and applications software, including database management, spreadsheet, word processing and software related to business services.

Exercise initiative and work independently with minimum administrative direction.

REVISED: January 25, 2021

Board Approved: February 8, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

## **VICE CHANCELLOR OF HUMAN RESOURCES JOB DESCRIPTION**

### **GENERAL RESPONSIBILITIES**

Under the direction of the Chancellor, the Vice Chancellor of Human Resources serves as the Chief Human Resources Officer (CHRO) for the District and is responsible for providing leadership, planning, development, and administration of the District's comprehensive human resources programs. Advises the Chancellor and others on human resources related matters. Serves as the District's Equal Employment Opportunity Officer. Serves as a member of the Chancellor's Cabinet and executive administrative team. Perform other duties and assume other responsibilities as assigned by the Chancellor and Board of Trustees.

### **SPECIFIC RESPONSIBILITIES**

#### **HUMAN RESOURCES**

Provides District-wide leadership for Human Resources planning and policy development to ensure the viability and legality of human resources policies and programs, improve human resource services, and maintain established practices and standards.

Advises the Chancellor, District managers and employees regarding the interpretation and application of laws, policies and regulations affecting academic and classified personnel, and recommends appropriate new/revised personnel policies and regulations.

Promotes the principles of diversity, equity, and inclusion in employee recruitment, retention, and advancement practices. Fosters and advances diversity, equity, and inclusion through hiring pools, outreach activities, and professional development.

Oversees procedures for recruitment, hiring, promotion, job classification, layoff, discipline, salary placement and advancement, compensation, leaves, timely evaluation of employees, and records management.

Provides for the orientation of new employees and for the on-going professional development of faculty and staff.

Provides for the on-going training of District managers in areas related to human resources management and employer-employee relations.

Serves as the District's chief labor negotiator and oversees the processing and resolution of grievances.

Administers collective bargaining agreements as well as individual employment agreements.

Ensures District-wide compliance with all legal requirements related to equal employment opportunity and discrimination.

Consults with both special and general counsel on contract issues, litigation, and compliance issues.

Supervises the district's workers compensation benefits programs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF HUMAN RESOURCES  
JOB DESCRIPTION (CONTINUED)**

Meets regularly with the governing Board and the Chancellor in closed session to discuss legal settlements and litigation, including employee discipline or dismissal, workers' compensation, and other legal issues within the scope of closed session topics; directs and implements legal settlements and litigation pursuant to Board action.

Directs and implements legal settlements and litigation involving employee discharge, suits against the District, workers' compensation settlements, and other legal issues.

Oversees and manages the District's health benefits programs and services for all employees and ensures contractors are accountable and serve in the best interest of the District and its employees. Ensures that high-level, responsive service is provided to current, future, and past employees of the District related to employee benefits, programs, and services.

Responsible for budget preparation and administration.

Reviews and evaluates effectiveness of assigned personnel, programs, and services; assures the development and implementation of corrective action, improvements, or additional programs and services as necessary.

Participates in shared governance activities and supports the shared governance processes.

Provides leadership for District-wide committees and task forces related to Human Resources.

Participates in professional organizations and maintains an expert level of understanding of current ideas, research, and practices related to human resources.

Participates in local, regional, and state activities to promote Rancho Santiago Community College District.

Performs other duties as may be assigned.

**RISK MANAGEMENT/EMPLOYEE BENEFITS**

Oversees the District's Risk Management department including all aspects of employee benefits, workers' compensation, and property/liability insurance.

Oversees the investigation, processing, and response to complaints of discrimination and harassment. Mediates employee grievances; represents the District in grievance hearings; directs disciplinary actions; intervenes in supervisor/employee relation problems. Receives, investigates, and seeks to resolve employee and student complaints of unlawful discrimination and harassment.

Interfaces with agencies such as the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, and the U.S. Department of Education Office of Civil Rights.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF HUMAN RESOURCES  
JOB DESCRIPTION (CONTINUED)**

Consults with legal counsel to ensure that complaints of potential district liability are handled appropriately and monitors the performance of the District's claims management services.

**REQUIRED SKILLS AND QUALIFICATIONS**

**MINIMUM QUALIFICATIONS**

**EDUCATION**

An earned Master's degree from an accredited college or university with major course work in human resources management, public administration, labor relations, law or other related field.

**EXPERIENCE**

Five (5) years of increasingly responsible and varied experience in administering a full range of human resources management programs in a public sector setting, including employment, employer/employee relations, staff training and development, classification and compensation, and negotiating collective bargaining agreements. Demonstrated ability to promote and foster the principle of diversity in employee recruitment, retention, and advancement practices.

Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of students and employees, as well as the needs of individuals with disabilities.

**DESIRABLE QUALIFICATIONS**

- Earned doctorate degree in public administration, educational leadership or related field, or earned Juris Doctorate with experience in Labor (Employment) Law, or related fields of law.
- Experience as a Chief Human Resources Officer in a community college district.
- Experience in managing budgets.
- Ability to work effectively in a shared governance environment.
- Ability to work effectively within the state mandate for collective bargaining.
- Experience in performing work as described above in a California public education environment is highly desirable.

**POSITION REQUIRES KNOWLEDGE OF:**

Laws, rules, and regulations pertaining to human resources in the California Community College System.

Principles and practices of management, supervision, and training.

Principles, practices, and trends in human resource management for public employers.

Wage and hour administration.

Classification and compensation methods and practices.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF HUMAN RESOURCES  
JOB DESCRIPTION (CONTINUED)**

Human Resources Information Systems, database applications, and related software systems. Word processing, spreadsheets, presentations, databases, and other software programs used in managing complex human resources information.

Effective communication skills, both written and oral.

Effective labor relations.

Effective recruitment and selection practices.

**POSITION REQUIRES ABILITY TO:**

Learn the laws, rules, and regulations pertaining to human resources in the California Community College System.

Establish and maintain effective working relationships with staff at all levels within the organization.

Effectively interpret, apply communicate complex and detailed concepts to all college groups including administrators, faculty, classified, and the Board of Trustees.

Understand the organizational complexity of a multi-college District.

Resolve personnel conflicts and personnel disputes in a timely manner.

Effectively negotiate Collective Bargaining Agreements with employee representatives and administer labor contracts.

Assure the integrity of the human resources systems and functions.

Investigate, evaluate, and recommend resolutions to grievances, claims and complaints.

Interpret and analyze data and apply laws, rules, regulations, and policies.

Compile data, prepare reports, and present narrative and statistical reports in a concise and comprehensive manner.

Effectively use and participate in shared decision making through the District's Shared Governance structure.

Understand and promote collegial conversations.

Understand and be sensitive to the diverse academic, socioeconomic, cultural, and ethnic backgrounds of students and employees, as well as needs of individuals with disabilities.

Foster and support a district climate that values diversity, equity, and inclusion among students, faculty, staff, and administrators.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY 2021

**VICE CHANCELLOR OF HUMAN RESOURCES  
JOB DESCRIPTION (CONTINUED)**

Develop services and programs to support the development and advancement of employees.

Provide sound and responsive service to both internal and external entities and personnel.

Consult with legal counsel, to ensure that complaints of potential district liability are handled appropriately and monitors the performance of the District's claims management services.

Encourage and support innovation among faculty, staff, and administrators.

Recruit, select, develop, manage, and evaluate staff.

Establish goals and strategic plans with identifiable outcomes and measures.

Develop and manage a budget.

Collaborate with college leadership to define comprehensive staff development and training programs, and strategies to fund them, preparing managers and employees to meet current and future needs of the District.

Exercise critical and independent decision making when resolving confidential, difficult situations.

Serve as a strategic partner with the District's administration, the Board of Trustees, faculty and staff to meet the District's mission, objectives, vision, and values.

Investigate unlawful discrimination including harassment under state and federal laws, including the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and process of adjudicating complaints with administrative agencies and state and federal courts.

Learn the California community colleges' laws and regulations, Title 5, California retirement systems (STRS and PERS), and the California Education Code.

REVISED: January 25, 2021

Board Approved: February 8, 2021

CEFA Step Increases  
Spring Semester  
Effective January 8,2021

Attachment #3

LAST NAME	FIRST NAME	DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NX AMT	NEW NP AMT
Alegria	Alexis	CEC	2	5	\$55.89	\$27.95	
Alvano	Albert	OEC	2	6	\$57.29		\$48.70
Andre	Larry	CEC	1	5	\$54.53	\$27.26	
Ayala	Monica	OEC	3	6		\$29.36	\$49.91
Azarcon	Cynthia	CEC	2	5	\$55.89	\$27.95	
Barrington	Jenny	OEC	1	4	\$53.19	\$26.60	
Bezmalinovich	Andrea	OEC	1	4	\$53.19		
Bonfiglio	Steve	OEC	2	6	\$57.29	\$28.65	
Carranza	Ernesto	CEC	1	4	\$53.19	\$26.60	
Chang	Timothy	OEC	2	6	\$57.29	\$28.65	
Chavez	Ricardo	OEC	2	6	\$57.29	\$28.65	
Clarke	Edward	OEC	2	4	\$54.53	\$27.26	\$46.34
Correa	Deborah	CEC	2	4	\$54.53		
Fish	Thomas	OEC	2	4	\$54.53		
Frausto	Elizabeth	OEC	1	5	\$54.53	\$27.26	
Garrett	Nicole	CEC	3	4	\$55.89		
Giles	Braden	OEC	1	5	\$54.53	\$27.26	
Glomba	John	CEC	1	6	\$55.89	\$27.95	
Han	Diana	OEC	3	4	\$55.89	\$27.95	
Hug	Daniel	CEC	2	6	\$57.29	\$28.65	
Karpow	Shaun	OEC	2	4	\$54.53	\$27.26	
Kay	Leslie	OEC	2	6	\$57.29	\$28.65	
Kim	Ashley	OEC	2	4	\$54.53		
Locks	Shannon	OEC	3	4	\$55.89	\$27.95	
Lopez	Linda	OEC	1	5	\$54.53		
Luke	Becki	OEC	1	5	\$54.53	\$27.26	
Manapat	Lorna	OEC	1	4	\$53.19	\$26.60	
Martinez Sanchez	Mario	OEC	2	4	\$54.53	\$27.26	
Mendez	Diana	CEC	1	4	\$53.19	\$26.60	
Miller Osorio	Debra	OEC	1	5	\$54.53	\$27.26	
Moran Carrasco	Carlos	CEC	1	4	\$53.19		
Morency	Marilu	CEC	2	4	\$54.53	\$27.26	
Nestoras	Apollo	OEC	2	6	\$57.29	\$28.65	
Nguyen	Hoc	CEC	1	4	\$53.19	\$26.60	
Nunez	Albaro	CEC	1	4	\$53.19		
Nunez	Vincent	CEC	2	6	\$57.29	\$28.65	
Olivas	Maria	OEC	3	4	\$55.89		
Oo	Jennifer	OEC	2	4	\$54.53	\$27.26	
Ortiz	Miguel	CEC	2	5	\$55.89	\$27.95	
Ortiz	Stephanie	CEC	2	6	\$57.29	\$28.65	
Paul	Stacey	OEC	2	5	\$55.89	\$27.95	
Perez	Sergio	OEC	3	6	\$58.72	\$29.36	
Powell	Joanna	OEC	1	4	\$53.19		
Ried	Silenia	CEC	2	6	\$57.29	\$28.65	
Rubalcaba	Celia	OEC	1	6	\$55.89	\$27.95	
Rucker	Nancy	CEC	2	6	\$57.29	\$28.65	
Samaniego	Adriel	OEC	2	6	\$57.29	\$28.65	
Sanchez	Marta	CEC	2	4	\$54.53		
Sanchez	Patricia	CEC	2	5	\$55.89	\$27.95	
Sataki	Barbara	OEC	1	6	\$55.89	\$27.95	
Serrano	Helen	CEC	2	5	\$55.89	\$27.95	
Shakiba	Stefan	OEC	3	6		\$29.36	\$49.91

6.1 (16)



CEFA Step Increases  
 Spring Semester  
 Effective January 8,2021

Attachment #3

LAST NAME	FIRST NAME	DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NX AMT	NEW NP AMT
Smith	Teddine	OEC	1	5	\$54.53		
Sotelo	Sophia	OEC	2	4	\$54.53	\$27.26	
Swanson	Regina	CEC	2	6	\$57.29	\$28.65	
Torres	Anacany	OEC	3	6		\$29.36	\$49.91
Unrau	Jarit	OEC	3	4	\$55.89	\$27.95	
Volmer	Susan	CEC	2	6	\$57.29		
White	Dana	CEC	1	4	\$53.19	\$26.60	
Younis	Olga	CEC	2	6	\$57.29	\$28.65	

FARSCCD Step Increases  
Spring 2021  
Effective 2/1/21

LAST NAME	FIRST NAME	SITE	GRADE	OLD STEP	NEW STEP	NEW LEC AMT
Alfaro	David	SAC	3	4	5	\$76.99
Anderson	Ryan	SAC	2	4	5	\$73.32
Ayala	Eduardo	SAC	2	3	4	\$69.83
Berekian	Beverly	SAC	4	4	5	\$80.84
Bogdanovich	Andrea	SAC	1	3	4	\$66.52
Bustos	Erin	SAC	1	4	5	\$69.83
Campagna	Mark	SAC	1	3	4	\$66.52
Candelario	Jose	SCC	4	3	4	\$76.99
Carver	James	SCC	2	3	4	\$69.83
Cary	Austin	SAC	2	3	4	\$69.83
Cox	Barbara	SCC	4	4	5	\$80.84
Daruvala	Jonathan	SAC	1	3	4	\$66.52
Davis	Jennifer	SAC	2	4	5	\$73.32
De la Rosa	Rene	SAC	1	3	4	\$66.52
Donley	David	SCC	4	3	4	\$76.99
Duque	Jeremy	SAC	1	3	4	\$66.52
Enamorado	Alexa	SCC	2	3	4	\$69.83
Eshun	Kwame	SAC	4	4	5	\$80.84
Essman	Scott	SCC	2	3	4	\$69.83
Fiorenza	Matthew	SAC	1	3	4	\$66.52
Fuchs	David	SAC	4	3	4	\$76.99
Fuentes	Vilma	SAC	2	4	5	\$73.32
Gassaway	Michael	SAC	1	3	4	\$66.52
Gracia-Iris	Holly	SAC	2	4	5	\$73.32
Gregg	Holly	SAC	2	4	5	\$73.32
Harris	Andrea	SCC	2	3	4	\$69.83
Ho	Josephine	SAC	2	3	4	\$69.83
Ingersoll	Brittany	SCC	2	3	4	\$69.83
Jasso	Aaron	SCC	4	3	4	\$76.99
Jereb	Claudia	SAC	2	3	4	\$69.83
Kanal	Naveen	SAC	4	3	4	\$76.99
Khan	Amir	SCC	2	4	5	\$73.32
Kim	Jiyoung	SAC	4	4	5	\$80.84
Kirwan	Colton	SAC	1	3	4	\$66.52
Klein	Marlowe	SAC	2	4	5	\$73.32
Kraemer	Bethany	SAC	2	3	4	\$69.83
Krok	Johnathan	SAC	1	3	4	\$66.52
Lachman	Macey	SCC	2	3	4	\$69.83
Lai	Hew	SAC	2	4	5	\$73.32
Lee	Chrissie	SAC	4	4	5	\$80.84
Lee	Eric	SAC	1	3	4	\$66.52
Letourneau	Alexander	SCC	2	3	4	\$69.83
Lira	Stefanie	SAC	4	3	4	\$76.99
Lopez	Rodolfo	SAC	2	3	4	\$69.83
Lopez	Saul	SCC	2	3	4	\$69.83
Lovero	Karissa	SAC	3	3	4	\$73.32
Lucero	Darrick	SCC	1	3	4	\$66.52
Macafee	Lisa	SAC	2	4	5	\$73.32
Martin	Douglas	SAC	1	4	5	\$69.83
Millen	John	SAC	1	3	4	\$66.52
Miller	Michael	SCC	1	4	5	\$69.83
Moknat	Arya	SCC	4	3	4	\$76.99

6.1 (18)

FARSCCD Step Increases  
Spring 2021  
Effective 2/1/21

LAST NAME	FIRST NAME	SITE	GRADE	OLD STEP	NEW STEP	NEW LEC AMT
Moore	Shelly	SAC	2	3	4	\$69.83
Morris	Kelly	SCC	2	3	4	\$69.83
Nance	Diane	SAC	1	3	4	\$66.52
Nguyen	Tuyen	SAC	2	4	5	\$73.32
Nikitin	Yasha	SAC	2	3	4	\$69.83
Ortega	Valerie	SAC	2	3	4	\$69.83
Pardoen	Brent	SAC	1	4	5	\$69.83
Parrish	Matthew	SAC	2	4	5	\$73.32
Pelar	Neda	SAC	4	3	4	\$76.99
Pham	Victor	SCC	1	3	4	\$66.52
Piotrowski	Cody	SCC	3	3	4	\$73.32
Plouffe	David	SCC	2	3	4	\$69.83
Ponegalek	Chad	SAC	1	4	5	\$69.83
Pula	Edmund	SAC	2	4	5	\$73.32
Ramin	Kelly	SCC	4	4	5	\$80.84
Rodriguez	Juan	SAC	2	3	4	\$69.83
Rombough	Phillip	SAC	1	3	4	\$66.52
Roque	Pedro	SCC	1	3	4	\$66.52
Sabet	Sarah	SCC	2	3	4	\$69.83
Sandoval	Joseph	SAC	1	3	4	\$66.52
Sauber	David	SAC	4	4	5	\$80.84
Sharp	Cara	SAC	2	3	4	\$69.83
Sifuentes	Michelle	SAC	2	4	5	\$73.32
Smith	Mauri	SAC	2	3	4	\$69.83
Snow	Margaret	SCC	4	3	4	\$76.99
Solorzano Uribe	Alejandra	SCC	2	4	5	\$73.32
Sordan	Melissa	SCC	2	4	5	\$73.32
Strong	Nayeli	SAC	1	4	5	\$69.83
Takemoto	Jack	SAC	1	3	4	\$66.52
Tamminga	Scott	SAC	4	3	4	\$76.99
Thammavongsy	Zachary	SCC	4	3	4	\$76.99
Torrence	Kevin	SAC	1	4	5	\$69.83
Towner	Theresa	SCC	1	4	5	\$69.83
Trahan Grissom	Letresse	SAC	2	3	4	\$69.83
Tran	Duy	SCC	2	4	5	\$73.32
Truong	Vincent	SAC	1	3	4	\$66.52
Ursuy	Craig	SAC	2	4	5	\$73.32
Valdez Rangel	Evelyn	SAC	2	3	4	\$69.83
Valentine	Bradley	SAC	1	3	4	\$66.52
Vandervis	Melinda	SCC	2	4	5	\$73.32
Vazquez	Manuel	SAC	1	3	4	\$66.52
Wilson	Jeremy	SCC	2	4	5	\$73.32
Woo	Zun-Hin	SCC	4	3	4	\$76.99

6.1 (19)

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
FEBRUARY 8, 2021**

**CLASSIFIED**Longevity Increments

Atwood, Lee Lead Maintenance Worker/ Admin. Services/ SCC	Effective: January 1, 2021 Grade 14, Step 5 + 5%L \$76,665.75
Flores, Albert Publications Specialist/ Publications/ District	Effective: March 1, 2021 Grade 14, Step 3 + 2.5%L \$67,842.12
Gonzalez, Araceli General Office Clerk/ Continuing Ed./ CEC	Effective: February 1, 2021 Grade 3, Step 6 + 3PG (1500) + 5%L \$52,211.36
Herndon, Timothy Sr. District Safety Officer/ District	Effective: March 1, 2021 Grade 13, Step 6 + 2.5%L \$74,551.94
Ishikawa, Junko International Student Prog. Spec./ Enrollment/ SAC	Effective: February 1, 2021 Grade 11, Step 6 + 2.5%Bil + 10PG (3750) + 7.5%L \$75,969.68
Ralston, Lance HVAC Mechanic/ Admin. Services/ SAC	Effective: February 1, 2021 Grade 13, Step 6 + 5%L \$76,370.28
Wild, Christopher Bookstore Operations Spec./ Bookstore/ SAC	Effective: March 1, 2021 Grade 13, Step 6 + 5%L \$76,370.28
Williams, Dawn Intermediate Clerk/ Health Science/ SAC	Effective: January 1, 2021 Grade 5, Step 6 + 5%L \$54,054.79
Wilson, Gina Graduation Specialist/ Enrollment/ SAC	Effective: January 1, 2021 Grade 15, Step 6 + 4PG (2000) + 7.5%L \$88,977.06

Professional Growth Increments

Ayers, Alicia Sr. Account Clerk/ Continuing Ed./ CEC	Effective: March 1, 2021 Grade 10, Step 6 + 6PG (3000) \$65,825.48
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Professional Growth Increments cont'd

Berganza, Leyvi Graduation Specialist/ Continuing Ed./ OEC	Effective: March 1, 2021 Grade 15, Step 6 + 7.5%L + 7PG (2000) \$88,973.83
Duenas, Jonnathan Sr. Account Clerk/ Career Ed. & Workforce Dev./ SAC	Effective: March 1, 2021 Grade 10, Step 2 + 3PG (1500) \$53,202.91
Kang, Charles Bookstore Buyer/ Bookstore/ SCC	Effective: March 1, 2021 Grade 10, Step 3 + 7PG (3500) \$57,794.73
Llerenas, Liset Student Services Specialist/ Counseling/ SAC	Effective: March 1, 2021 Grade 10, Step 6 + 6PG (3000) \$65,825.48
Moreno, Maria Admissions & Records Spec. III/Admissions/ SAC	Effective: March 1, 2021 Grade 10, Step 6 + 7.5%L + 2.5%Bil + 3PG (1500) \$70,608.03
Nguyen, Thuc Technical Specialist I/ ITS	Effective: March 1, 2021 Grade 13, Step 6 + 1PG (500) \$73,233.60
Tran, Angela Alternate Media Specialist/ DSPS/ SAC	Effective: March 1, 2021 Grade 13, Step 6 + 5%L + 12PG (6000) \$82,370.28
Vazquez, Reyes Curriculum Specialist/ Academic Affairs/ SAC	Effective: March 1, 2021 Grade 13, Step 6 + 12.5%L + 13PG (6500) \$88,325.30
Vega, Alexandra Student Services Specialist/ Student Services/ SCC	Effective: March 1, 2021 Grade 10, Step 6 + 1PG (500) \$63,325.48

Out of Class Assignment

Alcantar, Ashley Financial Aid Analyst/ Financial Aid/ SAC	Effective: 01/11/21 – 01/30/21 Grade 11, Step 3 + 2PG (1000) \$57,664.36
Gutierrez Lucero, Maria Student Services Coord./Student Dev./ SCC	Effective: 01/11/21 – 06/30/21 Grade 15, Step 2 + 2.5%L + 5PG (2500) \$70,706.46

Out of Class Assignment cont'd

Hermen, Lisa Administrative Clerk/ Criminal Justice/ SAC	Effective: 01/04/21 – 06/30/21 Grade 10, Step 1 + 5%L + 3PG (1000) \$52,675.48
Ramirez, Leonardo Student Program Specialist/ DSPS/ SCC	Effective: 01/04/21 – 06/30/21 Grade 10, Step 6 \$62,825.48
Ramos, Michelle Admin. Clerk/ Publications/ District	Effective: 01/11/21 – 06/30/21 Grade 10, Step 4 \$57,005.01

Leave of Absence

Di Tommaso, Christina Admin. Secretary/ Health & Wellness/ SAC	Effective: 08/10/20 – 08/21/20 12/14/20 – 12/18/20 06/07/21 – 06/11/21 Reason: Non-Work Days for 11 Month Contract
Huipe, Emmanuel Media Systems Electronic Tech./ Admin. Services/ SCC	Effective: 12/28/20 – 01/08/21 Reason: Emergency Paid Sick Leave
Lopez de la luz, Basti Student Services Coord./ Academic Affairs/ SAC	Effective: 12/29/20 – 01/11/21 Reason: Emergency Paid Sick Leave
Loza, Richard Risk Management Specialist/ Risk Mgmt/ District	Effective: 01/12/21 – 01/27/21 Reason: Emergency Paid Sick Leave
Martinez, Loretta Sr. Clerk-Communications Dispatch/ District Safety	Effective: 12/28/20 – 12/31/20 Reason: Emergency Paid Sick Leave
Montoya, Anna Admin. Secretary/ Kinesiology/ SAC	Effective: 01/04/21 – 01/15/21 Reason: Emergency Paid Sick Leave
Panotes, James Custodian/ Admin. Services/ SCC	Effective: 12/04/20 – 12/17/20 Reason: Emergency Paid Sick Leave
Yang, Bee Sr. Mail Clerk/ Mailroom/ District	Effective: 01/06/21 – 01/20/21 Reason: Emergency Paid Sick Leave

*Ratification of Resignation/Retirement*

Flores, Jazmine  
Admissions & Records Spec. II/  
Enrollment/ SCC

Effective: January 8, 2021  
Reason: Resignation

Rivera, Frank  
Student Services Coordinator/ Counseling/  
SCC

Effective: January 22, 2021  
Reason: Resignation

**CLASSIFIED HOURLY**

*Longevity Increments*

Garcia, Jorge  
Publications Assistant/ Continuing Ed./  
CEC

Effective: January 1, 2021  
Grade 5, Step A + 2PG (500) + 5%L  
\$20.26/Hour + \$41.67/Mo. PG

Leysak, Elsa  
Instructional Assistant/ Continuing Ed./  
OEC

Effective: March 1, 2021  
Grade 5, Step A + 5%L \$20.26/Hour

*Professional Growth Increments*

Serna Larias, Ana  
Instructional Assistant-DSPS/ Continuing  
Ed./ OEC

Effective: March 1, 2021  
Grade 6, Step A + 3PG (750)  
\$20.00/Hour + \$62.50/Mo. PG

*Leave of Absence*

Leanos, Natalia  
Instructional Ctr. Tech./ Humanities & Soc.  
Sci./ SAC

Effective: 01/11/21 – 03/08/21  
Reason: Maternity Leave

Luarte, Joseph  
Fine Arts Theater Facilities Tech/ SAC

Effective: 12/28/20 – 01/06/21  
Reason: Emergency Paid Sick Leave

Meraz, Norma  
Admissions & Records Spec. I/ Continuing  
Ed./ CEC

Effective: 01/04/21 – 01/15/21  
Reason: Emergency Paid Sick Leave

Medina Alacron, Alondra  
Instructional Assistant/ Humanities & Soc.  
Sci./ SAC

Effective: 01/13/21 – 04/05/21  
Reason: Parental Leave

Leave of Absence cont'd

Villapando, Alma Instructional Assistant/ Continuing Ed./ CEC	Effective: 01/04/21 – 03/01/21 Reason: Maternity Leave
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Ratification of Resignation/Retirement

Amaton, Jose Custodian/ Admin. Services/ SAC	Effective: January 29, 2021 Reason: Resignation
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Flores Sainz, Jaime Instructional Assistant/ Science & Math/ SCC	Effective: January 20, 2021 Reason: Resignation
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Lee, Patrick District Safety Officer/ District	Effective: January 24, 2021 Reason: Resignation
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**TEMPORARY ASSIGNMENT**

Short Term Assignment

Gonzalez, Brian Instructional Assistant/ Student Services/ SAC	Effective: 02/09/21 – 05/28/21 Grade 5, \$19.31/Hour
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Heidrich, Hannah Lifeguard/ Kinesiology/ SCC	Effective: 02/09/21 – 06/06/21 Grade 5, \$19.31/Hour
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Hoy, Djanice Instructional Assistant/ Math & Science/ SCC	Effective: 02/09/21 – 06/06/21 Grade 5, \$19.31/Hour
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Lozano, Omar Instructional Assistant/ Student Services/ SAC	Effective: 02/09/21 – 05/28/21 Grade 5, \$19.31/Hour
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Nguyen, Xuan Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 02/09/21 – 05/28/21 Grade 5, \$19.31/Hour
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Santoyo, Marisol Instructional Assistant/ Student Services/ SAC	Effective: 02/09/21 – 05/28/21 Grade 5, \$19.31/Hour
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*Change in Temporary Assignment*

Dominguez, Diana Instructional Assistant/ Student Services/ SAC	Effective: 08/31/20 – 09/14/20 Grade 5, \$19.31/Hour
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Gonzalez, Brian Instructional Assistant/ Student Services/ SAC	Effective: 08/31/20 – 09/14/20 Grade 5, \$19.31/Hour
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Klotz, Julia Instructional Assistant/ Student Services/ SAC	Effective: 09/01/20 – 09/14/20 Grade 5, \$19.31/Hour
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Lozano, Omar Instructional Assistant/ Student Services/ SAC	Effective: 09/03/20 – 09/14/20 Grade 5, \$19.31/Hour
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Santoyo, Marisol Instructional Assistant/ Student Services/ SAC	Effective: 08/31/20 – 09/14/20 Grade 5, \$19.31/Hour
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*Additional Hours for Ongoing Assignment*

Calzada, Juan Instructional Assistant/ Student Services/ SAC	Effective: 12/13/20 – 06/05/21 Grade 5, \$19.31/Hour
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**MISCELLANEOUS POSITIONS**

Crisp, Anthony Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
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Dedonato, Michael Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
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Faridnia, Behzad Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
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Foreman, James Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
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**MISCELLANEOUS POSITIONS cont'd**

Jefferson, Lamon Coaching Assistant/ Kinesiology/ SAC	Effective: 01/06/21
Kouhfallah, Farhad Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
Nguyen, Vivian Business Expert Professional II/ SBDC/ District	Effective: 01/13/21 – 06/30/21
Roberts, Paul Business Expert Professional II/ SBDC/ District	Effective: 01/05/21 – 06/30/21
Roller, Joshua Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
Ryan, Brendan Business Expert Professional II/ SBDC/ District	Effective: 01/01/21 – 06/30/21
White, Anthony Coaching Assistant/ Kinesiology/ SAC	Effective: 01/06/21

*Instructional Associates/Associate Assistants*

**Criminal Justice**

Lee, Dan	Effective: 02/09/21
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**Fire Technology**

Hoppe, Brett	Effective: 01/19/21
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**Occupational Therapy**

Oliphant, Kayla	Effective: 01/19/21
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**VOLUNTEERS**

Rivera, Julio Volunteer/ Kinesiology/ SAC	Effective: 02/09/21 – 06/30/21
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**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Chau, Hong Phuc	Effective:	02/15/21-06/30/21
Dudley Frear, Megan E.	Effective:	01/18/21-06/30/21
Larios, Kevin A.	Effective:	01/25/21-06/30/21
Palacios, Barbara	Effective:	01/25/21-06/30/21
Touch, Visa	Effective:	02/09/21-06/30/21
Watson, Jason R.	Effective:	02/09/21-06/30/21

**SANTIAGO CANYON COLLEGE  
STUDENT ASSISTANT LIST**

Hale, Jillian	Effective:	02/01/2021 – 06/30/2021
Remy-Nordelo, Eden	Effective:	02/01/2021 – 06/30/2021
Satele, Addison	Effective:	02/05/2021 – 06/30/2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To: Board of Trustees	Date: February 8, 2021
Re: Approval of the Amendment to the Agreement for Professional Services with Atkinson, Andelson, Loya, Rudd and Roma (AALRR).	
Action: Request for Approval	

**BACKGROUND**

On June 15, 2020, the Board approved the approval of legal services agreement with Atkinson, Andelson, Loya, Rudd and Romo (AALRR) for specialized legal services. AALRR also provide various professional development training and leadership certificates. The District is intending to utilize AALRR to provide ongoing Leadership Training for our management team.

**ANALYSIS**

This Leadership Training series will offer seven (7) sessions which will include various subjects such as “Communicating with Difficult People” and “Managing and Addressing Conflict between Employees”. Administrators and Managers who complete the seven sessions will receive an Educational Leadership Certificate of Completion. Proposed training schedule is from February, 2021 through November, 2021, a total cost of \$17,500.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve of the First Amendment to the Agreement for Professional Services as presented.

Fiscal Impact: Not to exceed \$17,500	Board Date: February 8, 2021
Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources.	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

**ADDENDUM TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

The RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“DISTRICT”) and ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A Professional Corporation (the “FIRM”) (collectively referred to herein as the Parties) originally made and entered into an Agreement for Professional Services effective May 26, 2020 (“AGREEMENT”).

This Addendum to the AGREEMENT is made this 8th day of February, between the Parties, who agree that the terms of the May 26, 2020 AGREEMENT shall remain in full force and effect, except as provided herein.

The FIRM will conduct a series of seven virtual Leadership Trainings, each lasting approximately two hours, to be held on February 26, March 26, April 30, May 28, September 24, October 29, and November 19, unless dates are re-scheduled at the mutual convenience of the Parties.

The DISTRICT agrees to pay the FIRM a flat fee total sum of \$17,500 in connection with the above-referenced program, and shall tender payment no later than March 30, 2021.

It is expressly understood and agreed that the FIRM, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the DISTRICT.

ATKINSON, ANDELSON, LOYA, RUUD  
& ROMO

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Sharon J. Ormond

By: \_\_\_\_\_  
Adam M. O’Connor  
Interim Vice Chancellor of Business/  
Fiscal Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of May 26, 2020, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, a Professional Law 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, 2020** 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. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **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 Sharon J. Ormond, Esq. 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 and is subject to

prior written approval of 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 prior written 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. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- 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.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

“5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

- a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and

commemorative gifts from such organizations *with a cumulative value from any single source of fifty dollars (\$50.00) or less during any twelve-month period.*”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

- g.** The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Chancellor or designee authority to consent to joint representation in the circumstances described in this paragraph.

#### **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 within no later than thirty (30) days from the next billing month 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 black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. 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 first submit its invoices to DISTRICT’s General Counsel for review. 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.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM’S invoice, provided they are approved by the District. 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. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

**b. 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.

**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. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in

Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

- 8. NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail 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:

To the DISTRICT:

Marvin Martinez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: martinez\_marvin@rscd.edu

To the FIRM:

Sharon J. Ormond  
Mark T. Palin  
Atkinson, Andelson, Loya, Rudd & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703  
Emails: sormond@aalrr.com

9. **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 prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to actor other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **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. **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.
  - c. **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 \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
  - d. 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.


12. **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.
13. **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 Orange County.
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 to follow on the next page]**

**AGREEMENT FOR PROFESSIONAL SERVICES**

EXECUTED AS SET FORTH HEREINABOVE:

**ATKINSON, ANDELSON, LOYA, RUDD & ROMO,  
a Professional Law Corporation**

By:   
Sharon J. Ormond, Esq.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

By:  Jun 17, 2020  
Name: Peter j. Hardash  
Title: Vice Chancellor of Business/Fiscal Operations

Approved as to Form:

**AlvaradoSmith, a  
Professional Law Corporation**

By:   
[Ruben Smith \(Jun 17, 2020 12:32 PDT\)](#) Jun 17, 2020  
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
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. Approval and Payment**

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. 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 of 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.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

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 50 miles each way, the FIRM must obtain the written 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; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. 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  
HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<p><b>Hourly Rates</b> <b>(Billed at .10 minute increments)</b></p>
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Senior Partners	\$300.00
Partners/ Senior Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$265.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$175.00
Paralegals/Legal Assistants	\$155.00

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Resolution for Adoption of the Public Agency Retirement Services (“PARS”) Retirement Plan**

Resolution No. 21-01

**Whereas**, the Board of Trustees has determined that in the best fiscal interest of the District and its employees the District shall provide a retirement incentive offer to eligible classified, faculty, management, and other designated employees who wish to voluntarily exercise their option to separate from District service; and

**Whereas**, the District has worked with PARS to conduct an analysis of a Supplementary Retirement Plan (“SRP”), an early retirement incentive program for eligible employees, and has made the SRP available to the District to supplement CalSTRS/PERS; and

**Whereas**, once offered, the District will have the ability to retract the offer if the District’s fiscal and operational objectives are not met; and

**Whereas**, if the District cancels the SRP, all resignations would automatically be rescinded; and

**Whereas**, there will be no cash option available to employees in lieu of this retirement incentive offer;

**Whereas**, the District, after duly engaging in necessary bargaining and consultations with affected employee organizations, now desires to adopt the SRP contingent upon whether the final enrollment meets the District’s fiscal and operational objectives, and to fund the employee incentive through non-elective employer contributions to the PARS-designated Internal Revenue Code Section 403(b) provider.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Rancho Santiago Community College District:

- (1) Hereby adopts and approves the SRP, contingent on meeting the requirements set forth herein, and as detailed in the attached documentation, as part of the District’s retirement program; and
- (2) Determines the SRP and the retirement incentive must meet the District’s fiscal and operational objectives in order for the SRP to go into effect as determined by the District. If these fiscal and operational objectives are not reached, the District may withdraw the SRP and the retirement incentive, in which case the employee resignations may be rescinded notwithstanding Board Policy 7350; and
- (3) Hereby appoints Chancellor Marvin Martinez, or his designee, as the District’s SRP Administrator; and the District’s SRP Administrator is authorized, on behalf of the District, to execute additional related agreements, subject to subsequent ratification by

the Board of Trustees, and other documents, and to take whatever further actions are necessary to maintain the District's participation in the SRP, and to maintain the District's compliance with applicable laws and regulations.

I Marvin Martinez, Secretary of the Board of Trustees of Rancho Santiago Community College District, hereby certify that on February 8, 2021, this Resolution was adopted by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Marvin Martinez  
Secretary to the Board of Trustees

**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
**Classified Administrators/Supervisors/Confidential**  
**February 4, 2021 – Version 3**

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With regard to the Supplementary Retirement Plan – Second Offering (“SRP 2”) the Rancho Santiago Community College District (“District”) has approved the following:

**1.0 Eligibility**

- 1.1 Those employees who are members of the Faculty Association Rancho Santiago Community College District (“Faculty”) who:
- a) Are employed by the District as of February 8, 2021;
  - b) Are 1.0 FTE (full-time equivalence);
  - c) Have completed at least two (2) years of District service as of the employee’s resignation date per Paragraph 1.1(f) below.
  - d) Are eligible to retire under CalSTRS (age 55 with 5 years of CalSTRS service credit or age 50 with 30 years of CalSTRS service credit) or CalPERS (age 50 with 5 years of CalPERS service credit) as of the employee’s resignation date per Paragraph 1.1(f) below (retirement under CalSTRS or CalPERS is not required for SRP 2 eligibility);
  - e) Submit all required SRP 2 enrollment materials and District Letter of Resignation to the office of Public Agency Retirement Services (“PARS”) by 5PM on April 9, 2021; and
  - f) Have resigned from District employment under one of the following three resignation date alternatives:
    - i. Effective after completing the 2020-2021 Academic Year on or before June 30, 2021 (“SRP 2 Faculty Resignation Window 1”); or
    - ii. Effective after completing the 2021-2022 Fall Semester on or before December 31, 2021 which will require the employee to take one semester of Banking Leave on or before December 31, 2021 (“SRP 2 Faculty Resignation Window 2”); or
    - iii. Effective after completing the 2021-2022 Academic Year on or before June 30, 2022 which will require the employee to take two semesters of Banking Leave on or before June 30, 2022 (“SRP 2 Faculty Resignation Window 3”).
- 1.2 Those employees who are members of CSEA Chapter 579 (“Classified Non-Management”), CSEA Chapter 888 (“Child Development”), Academic Administrators, and Classified Administrators/Supervisors/Confidential employees who:
- a) Are employed by the District as of February 8, 2021;
  - b) Are 1.0 FTE (full-time equivalence);
  - c) Have completed at least two (2) years of District service as of June 30, 2021.

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PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
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**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
**Classified Administrators/Supervisors/Confidential**  
**February 4, 2021 – Version 3**

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- d) Are eligible to retire under CalSTRS (age 55 with 5 years of CalSTRS service credit or age 50 with 30 years of CalSTRS service credit) or CalPERS (age 50 with 5 years of CalPERS service credit) as of June 30, 2021 (retirement under CalSTRS or CalPERS is not required for SRP 2 eligibility);
- e) Submit all required SRP 2 enrollment materials and District Letter of Resignation to the office of Public Agency Retirement Services (“PARS”) by 5PM on April 9, 2021; and
- f) Have resigned from District employment effective on June 30, 2021.

**2.0 Participation Requirements**

- 2.1 **For Faculty:** The SRP 2 must have sufficient plan participation in order to meet the District’s fiscal and operational objectives by the enrollment deadline of April 9, 2021 in each one of the SRP 2 Faculty Resignation Windows (1, 2 and/or 3) , in order for the incentive to go into effect for that Faculty Resignation Window. Participating employees shall submit all required SRP 2 enrollment materials and District Letter of Resignation to PARS on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the SRP 2 for a Faculty Resignation Window pursuant to Paragraph 2.2 below.
- 2.2 **For Faculty:** If a level of participation acceptable to the District has not been reached as of the enrollment deadline in a particular Faculty Resignation Window, the District may withdraw the SRP 2 for employees enrolled in that Faculty Resignation Window, and it will notify those enrolled employees of the withdrawal on or before April 30, 2021. If the District withdraws the SRP 2 for employees enrolled in a particular Faculty Resignation Window, resignations will automatically be rescinded for those employees.
- 2.3 **For Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential employees:** The SRP 2 must have sufficient plan participation in order to meet the District’s fiscal and operational objectives by the enrollment deadline of April 9, 2021, in order for the incentive to go into effect. Participating employees shall submit all required SRP 2 enrollment materials and District Letter of Resignation to PARS on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the SRP 2 pursuant to Paragraph 2.4 below.
- 2.4 **For Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential employees:** If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the SRP 2, and it will notify enrolled employees of the withdrawal on or before April 30, 2021. If the District withdraws the SRP 2 resignations will automatically be rescinded.
- 2.5 Participation for Faculty employees in the SRP 2 requires all of the following:
  - a) Submission of all required SRP 2 enrollment materials and District Letter of Resignation to the office of PARS by 5PM on April 9, 2021; and
  - b) Resignation from District employment under one of the following three resignation date alternatives:

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PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
**Classified Administrators/Supervisors/Confidential**  
**February 4, 2021 – Version 3**

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- i. Effective after completing the 2020-2021 Academic Year on or before June 30, 2021 (“SRP 2 Faculty Resignation Window 1”); or
- ii. Effective after completing the 2021-2022 Fall Semester on or before December 31, 2021 which will require the employee to take one semester of Banking Leave on or before December 31, 2021 (“SRP 2 Faculty Resignation Window 2”); or
- iii. Effective after completing the 2021-2022 Academic Year on or before June 30, 2022 which will require the employee to take two semesters of Banking Leave on or before June 30, 2022 (“SRP 2 Faculty Resignation Window 3”).

2.6 Participation for Classified Non-Management, Child Development, Academic Administrators, Classified Administrators/Supervisors/Confidential employees in the SRP 2 requires all of the following:

- a) Submission of all required SRP 2 enrollment materials and District Letter of Resignation to the office of PARS by 5PM on April 9, 2021; and
- b) Resignation from District employment effective on June 30, 2021.

2.7 Participating employees shall not be eligible for any other District sponsored retirement incentive programs.

2.8 Participating employees shall be prohibited from working for the District in a full-time capacity without forfeiting their SRP 2 benefit. However, participating employees may work as Adjuncts (part-time) or in part-time short-term positions.

**3.0 Incentive Payments**

3.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant’s 403(b) annuity contract held at Pacific Life Insurance Company (“Pacific Life”).
- b) **For Faculty resigning effective after completing the 2020-2021 Academic Year on or before June 30, 2021 (“SRP 2 Faculty Resignation Window 1”):** The sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

<b>Contribution Date</b>	<b>Percent of Final Pay</b>
July 10, 2021	15%
July 10, 2022	15%
July 10, 2023	15%
July 10, 2024	15%
July 10, 2025	15%
<b>Total Contributions</b>	<b>75%</b>

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PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
**Classified Administrators/Supervisors/Confidential**  
**February 4, 2021 – Version 3**

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- c) **For Faculty resigning effective after completing the 2021-2022 Fall Semester on or before December 31, 2021 (“SRP 2 Faculty Resignation Window 2”)**: The sum of the contributions shall equal 55% of Final Pay, according to the following schedule:

<b>Contribution Date</b>	<b>Percent of Final Pay</b>
January 10, 2022	11%
January 10, 2023	11%
January 10, 2024	11%
January 10, 2025	11%
January 10, 2026	11%
<b>Total Contributions</b>	<b>55%</b>

- d) **For Faculty resigning Effective after completing the 2021-2022 Academic Year on or before June 30, 2022 (“SRP 2 Faculty Resignation Window 3”)**: The sum of the contributions shall equal 35% of Final Pay, according to the following schedule:

<b>Contribution Date</b>	<b>Percent of Final Pay</b>
July 10, 2022	7%
July 10, 2023	7%
July 10, 2024	7%
July 10, 2025	7%
July 10, 2026	7%
<b>Total Contributions</b>	<b>35%</b>

- e) **For Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential employees:** The sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

<b>Contribution Date</b>	<b>Percent of Final Pay</b>
July 10, 2021	15%
July 10, 2022	15%
July 10, 2023	15%
July 10, 2024	15%
July 10, 2025	15%
<b>Total Contributions</b>	<b>75%</b>

- f) For purposes of this plan, Final Pay shall be defined as follows:
- i. **For those resigning effective on or before June 30, 2021:** The final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2020-2021 Fiscal Year.
    - a. For those participating in the Reduced Workload Program, Final Pay shall be defined as the final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2020-2021 Fiscal Year as if the participating employee was working 1.0 FTE.

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**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
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- b. For those on a temporary leave of absence (of any kind), Final Pay shall be defined as the final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2020-2021 Fiscal Year as if the participating employee had worked in the same classification in regular status for the entire 2020-2021 Fiscal year.
  - ii. **For those resigning effective on or before December 31, 2021:** The **average** final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2020-2021 Fiscal Year and the 2021-2022 Fiscal Year.
    - a. For those participating in the Reduced Workload Program, Final Pay shall be defined as the **average** final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2020-2021 Fiscal Year and the 2021-2022 Fiscal Year as if the participating employee was working 1.0 FTE.
    - b. For those on a temporary leave of absence (of any kind), Final Pay shall be defined as the **average** final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2020-2021 Fiscal Year and the 2021-2022 Fiscal Year as if the participating employee had worked in the same classification in regular status for the entire last twelve (12) months of employment.
  - iii. **For those resigning effective on or before June 30, 2022:** The final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2021-2022 Fiscal Year.
    - a. For those participating in the Reduced Workload Program, Final Pay shall be defined as the final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2021-2022 Fiscal Year as if the participating employee was working 1.0 FTE.
    - b. For those on a temporary leave of absence (of any kind), Final Pay shall be defined as the final annual base salary (inclusive of longevity/service recognition) based on the applicable salary schedules in effect for the 2021-2022 Fiscal Year as if the participating employee had worked in the same classification in regular status for the entire 2021-2022 Fiscal year.
  - iv. Final Pay does not include differentials, stipends, extra and hourly assignments, overload and overtime pay, and contract extension days (extra contract days) as applicable.
- 3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit, which shall be paid in the form of a monthly life annuity, shall be offered. They shall include:
- a) Monthly 100% joint-and-survivor payments; and
  - b) Monthly lifetime payments with a ten (10) year guarantee; and

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**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
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- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.
- 3.3 The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.
  - 3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon April 9, 2021 and shall not be subject to change thereafter.
  - 3.5 Participants shall not have a cash option to the employer 403(b) contributions.
  - 3.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.
  - 3.7 SRP 2 benefits are scheduled to commence as follows:
    - a) **For Faculty resigning effective after completing the 2020-2021 Academic Year on or before June 30, 2021 ("SRP 2 Faculty Resignation Window 1")**: August 1, 2021
    - b) **For Faculty resigning effective after completing the 2021-2022 Fall Semester on or before December 31, 2021 ("SRP 2 Faculty Resignation Window 2")**: February 1, 2022
    - c) **For Faculty resigning Effective after completing the 2021-2022 Academic Year on or before June 30, 2022 ("SRP 2 Faculty Resignation Window 3")**: August 1, 2022
    - d) **For Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential employees**: August 1, 2021

**4.0 One-time, temporary modification for the District's Retiree Health Benefits Program**

- 4.1 On a one-time and temporary basis, the District will allow employees, who meet the SRP 2 eligibility requirements pursuant to Paragraphs 1.1 or 1.2 and SRP 2 participation requirements under Paragraphs 2.5 or 2.6 thereby enrolling in the SRP 2, and the District does not withdraw the SRP 2 pursuant to Paragraphs 2.2 or 2.4, to enroll in the District's Retiree Health Benefits Program after completing fourteen (14) years of District service rather than the current requirement of fifteen (15) years of District service provided they meet all of the other District requirements for the District's Retiree Health Benefits Program as outlined in current collective bargaining agreements or applicable District policies. This modified benefit eligibility is non-precedent setting and does not constitute a past practice.

**5.0 Contract Administrator**

- 5.1 The Contract Administrator for the SRP 2 shall be PARS.

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**2020-2021 Supplementary Retirement Plan – Second Offering (SRP 2)**  
**Rancho Santiago Community College District**  
**Faculty, Classified Non-Management, Child Development, Academic Administrators, and**  
**Classified Administrators/Supervisors/Confidential**  
**February 4, 2021 – Version 3**

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**Preliminary Timeline for SRP 2:**

- |                                                                                                 |                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Board of Trustees approves Plan via Resolution and PARS Contract                             | February 8, 2021                                                                                                                                                                                                                                                                       |
| 2. Enrollment Window Opens                                                                      | February 9, 2021                                                                                                                                                                                                                                                                       |
| 3. PARS mails Plan Enrollment Packets to eligible employees                                     | TBD, approximately the week of February 8, 2021                                                                                                                                                                                                                                        |
| 4. PARS posts online Employee Orientation Videos                                                | TBD, approximately the week of February 8, 2021                                                                                                                                                                                                                                        |
| 5. Enrollment Window Closes                                                                     | April 9, 2021                                                                                                                                                                                                                                                                          |
| 6. PARS works with the District on Post Analysis                                                | Mid-April 2021                                                                                                                                                                                                                                                                         |
| 7. Board approves/cancels the Plan based on actual plan participation and Post Analysis results | April 26, 2021                                                                                                                                                                                                                                                                         |
| 8. District announces whether Plan goes forward                                                 | no later than April 30, 2021                                                                                                                                                                                                                                                           |
| 9. Employees Resign from District employment                                                    | <b><u>Faculty:</u></b> June 30, 2021, December 31, 2021, or June 30, 2022 (see Paragraph 2.5(b))<br><br><b><u>Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential:</u></b><br>June 30, 2021                  |
| 10. Benefits Commence                                                                           | <b><u>Faculty:</u></b> August 1, 2021, February 1, 2022, or August 1, 2022 (see Paragraphs 3.7 (a), (b) and (c))<br><br><b><u>Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential:</u></b><br>August 1, 2021 |

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To: Board of Trustees	Date: February 8, 2021
Re: Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services	
Action: Request for Approval	

**BACKGROUND**

The Rancho Santiago Community College District (RSCCD) is developing an additional Supplemental Retirement Plan (“SRP 2”) through Phase II Systems corporation dba Public Agency Retirement Services (“PARS”) that will provide early retirement incentive programs for faculty, managers, confidential and classified employees who are nearing retirement and/or are eligible to retire under CalSTRS or CalPERS. SRP 2 could generate additional substantial savings for the RSCCD and help with some of the financial pressures on the RSCCD budget. The first early retirement incentive program was approved on July 13, 2020.

**ANALYSIS**

The administration recommends approval of this agreement with PARS for administrative services. The scope of services includes analysis of the fiscal impact to RSCCD, plan implementation including benefit communication strategies and documentation to establish the plan, and overall administration of the plan. Under this agreement, PARS shall be paid an administration fee equal to five and one-half percent (5.50%) of all premiums made by the district on behalf of those employees that choose to participate in the plan, subject to a \$5,000.00 minimum per year for five years.

**RECOMMENDATION**

It is recommended that the Board approve this administrative services agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into the agreement on behalf of the district.

Fiscal Impact:	\$116,710	Board Date: February 8, 2021
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Rancho Santiago Community College District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (“Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS’ obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS’ standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees, therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS’ fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency’s consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation, and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss,

demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: Rancho Santiago Community College District; 2323 North Broadway, Santa Ana, CA 92706; Attention: Marvin Martinez, ChancellorNotices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning February 8, 2021 and ending July 31, 2026 (“Term”). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term. However, the Agreement will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency’s custody account, if any, will be returned to the Agency.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney’s Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney’s fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

**AGENCY:**

BY: \_\_\_\_\_  
 Marvin Martinez  
 TITLE: Chancellor  
 DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_  
 Tod Hammeras  
 TITLE: Chief Financial Officer  
 DATE: \_\_\_\_\_



## EXHIBIT 1A

### SERVICES

PARS will provide the following services for the Rancho Santiago Community College District:

1. Plan Consultation Services:
  - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
  - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
  - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
  - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
  
2. Plan Installation Services:
  - (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
  - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
  - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.
  
3. Plan Administration Services:
  - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
  - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
  - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
  - (D) Producing benefit illustrations and processing enrollments upon direction by Agency;
  - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
  - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$6,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information.

1. Fiscal Analysis Data (provided by Agency):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Birth Date
  - (D) Participant's Hire Date
  - (E) Participant's Contract Salary
  - (F) Years of Agency Service
  - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Address
  - (D) Participant's Birth Date
  - (E) Participant's Hire Date
  - (F) Participant's Contract Salary
  - (G) Years of Agency Service
  - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
  - (A) Certified Board Resolution
  - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
  - (C) Custodial Agreements/Disclosure Forms
  - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
  - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
  - (A) Correction Form
  - (B) Enrollment Form
  - (C) Beneficiary Designation Form
  - (D) Tax Withholding Form
  - (E) Proof of Age
  - (F) Letter of Resignation

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.8	<u>Approval of Professional Services Agreement with Telos Educational Services</u> The board approved the services agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.9	<u>Approval of Auxiliary Organizations in Good Standing – Administrative Regulation/Board Policy 3600</u> The board approved the list of auxiliary organizations in good standing as presented.	<u>Approved</u>
5.10	<u>Approval of Return to Work Action Plan</u> The board approved the revised Return to Work Action Plan as presented.	<u>Approved as Revised</u>
6.1	<u>Approval of Management/Academic Personnel</u>	<u>Approved</u>
6.2	<u>Approval of Classified Personnel</u>	<u>Approved</u>
6.3	<u>Approval of Professional Services Agreement with Solomon Law APC for Investigative Services</u> The board approved the professional services agreement with Solomon Law APC for investigative services as presented.	<u>Approved</u>
6.4	<u>Adoption of Resolution No. 20-15 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan</u> The board adopted Resolution No. 20-15.	<u>Approved</u>
6.5	<u>Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services</u> The board approved the administrative services agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into the agreement on behalf of the district.	<u>Approved</u>
6.6	<u>Authorization for Board Travel/Conferences</u> The board authorized the submitted conference and travel by board members.	<u>Approved</u>

**NEXT MEETING** - The next regular meeting of the Board of Trustees will be held on Monday, August 10, 2020, at the District office, 2323 North Broadway, Room #107, Santa Ana, California.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services	
Action: Request for Approval	

**BACKGROUND**

The Rancho Santiago Community College District (RSCCD) is developing a Supplemental Retirement Plan through Phase II Systems corporation dba Public Agency Retirement Services (“PARS”) that will provide early retirement incentive programs for faculty, managers, confidential and classified employees who are nearing retirement and/or are eligible to retire under CalSTRS or CalPERS. A successful early retirement incentive program could generate substantial savings for the RSCCD and help mitigate some of the pending budget cuts to higher education proposed in the state budget.

**ANALYSIS**

The administration recommends approval of this agreement with PARS for administrative services. The scope of services includes analysis of the fiscal impact to RSCCD, plan implementation including benefit communication strategies and documentation to establish the plan, and overall administration of the plan. Under this agreement, PARS shall be paid an administration fee equal to five and one-half percent (5.50%) of all premiums made by the district on behalf of those employees that choose to participate in the plan, subject to a \$5,000.00 minimum per year for five years.

**RECOMMENDATION**

It is recommended that the Board approve this administrative services agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into the agreement on behalf of the district.

Fiscal Impact:	\$360,855.00	Board Date: July 13, 2020
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Rancho Santiago Community College District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (“Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS’ obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS’ standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS’ fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency’s consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors and employees, from any claim, loss,



demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: Rancho Santiago Community College District; 2323 North Broadway, Santa Ana, CA 92706; Attention: \_\_\_\_\_ [Plan Administrator Title]

Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning July 13, 2020 and ending July 12, 2025 (“Term”). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term. However, the Agreement will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency’s custody account, if any, will be returned to the Agency.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney’s Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney’s fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

**AGENCY:**

BY: \_\_\_\_\_  
 Plan Administrator Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_  
 Tod Hammeras

TITLE: \_\_\_\_\_  
 Chief Financial Officer

DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the Rancho Santiago Community College District:

1. Plan Consultation Services:
  - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
  - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
  - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
  - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
  
2. Plan Installation Services:
  - (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
  - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
  - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.
  
3. Plan Administration Services:
  - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
  - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
  - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
  - (D) Producing benefit illustrations and processing enrollments upon direction by Agency;
  - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
  - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$6,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Birth Date
  - (D) Participant's Hire Date
  - (E) Participant's Contract Salary
  - (F) Years of Agency Service
  - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Address
  - (D) Participant's Birth Date
  - (E) Participant's Hire Date
  - (F) Participant's Contract Salary
  - (G) Years of Agency Service
  - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
  - (A) Certified Board Resolution
  - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
  - (C) Custodial Agreements/Disclosure Forms
  - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
  - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
  - (A) Correction Form
  - (B) Enrollment Form
  - (C) Beneficiary Designation Form
  - (D) Tax Withholding Form
  - (E) Proof of Age
  - (F) Letter of Resignation