LOAN AGREEMENT NO.  S-699

Between

UNITED STATES OF AMERICA

And

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT, entered into as of the ______ day of _______

_______ between the UNITED STATES OF AMERICA (hereinafter called the "Lender"), acting through the Secretary of Defense, his successors, assignees, and duly authorized designees, and Santa Barbara Community College District (hereinafter called the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the provisions of the Defense Industrial Reserve Act (Sec. 809, P.L. 93-155, 16 November 1973) the Secretary of Defense is authorized and directed to determine which machine tools and other industrial manufacturing equipment owned by Lender should become part of the Defense Industrial Reserve; and

WHEREAS, pursuant to the provisions of aforesaid Act, the Secretary of Defense is authorized to lend to nonprofit educational institutions or training schools from the Defense Industrial Reserve certain machine tools and other manufacturing equipment (hereinafter called "Facilities"); and

WHEREAS, the Secretary of Defense, acting through his duly authorized designee, the Commander, Defense Industrial Plant Equipment Center, has agreed to lend certain Facilities to Borrower;

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein, the parties hereto agree as follows:
ARTICLE I. THE LOANED PROPERTY

A. Based upon (1) the Borrower’s application dated November 2, 1977 for the loan of machine tools and other manufacturing equipment from the Defense Industrial Reserve, (2) the representations and agreements of Borrower, and (3) the training program set forth in Schedule B hereof, Lender hereby lends to Borrower, and Borrower hereby borrows from Lender, the Facilities described in Schedule A hereof that are located at certain storage sites of the Lender and at other sites.

B. The Facilities are loaned on an "as is - where is" basis with no representations or warranties on the part of Lender as to the condition thereof.

C. Lender shall permit Borrower to inspect the Facilities prior to their shipment to Borrower and to examine any data in Lender’s possession regarding the condition, performance, and characteristics of the individual items comprising the Facilities. Borrower agrees that the Facilities are in good condition and are fit and suitable for the purposes for which they are intended as described in Article II hereof.

ARTICLE II. USE OF FACILITIES

A. Borrower agrees to use the Facilities exclusively for vocational industrial training and education in accordance with the program referred to in Schedule B hereof, and to that end Borrower further agrees to accomplish, as promptly as possible but not later than March 1, 1978 (date Borrower will commence using the equipment), the Installation and beginning of operation of the Facilities for such purpose in the

Occupational educational program, namely Machine Shop, at

Santa Barbara City College, 721 Cliff Drive, Santa Barbara,

California 93109

(complete name and address where equipment will be installed and used).

B. If at any time during the term of this Agreement and following the installation of the Facilities, the Borrower does not operate any one or more of the Facilities for a period of 30 consecutive student attendance days of the scheduled training program, the Borrower agrees to notify the Lender of such lack of operation and of the reason therefor.
ARTICLE III. TERM OF LOAN AGREEMENT

A. Subject to prior termination as hereinafter provided, the term of this Agreement shall be for the period commencing as of the date hereof and ending June 30, 1983. The Agreement may, at the option of Borrower, be renewed for additional periods of five (5) years each upon the terms herein specified, subject to the following conditions:

1. Delivery by Borrower to Lender of written notice of the exercise of the option at least ninety (90) days prior to the end of this Agreement or any renewal thereof.

2. Borrower shall not be in default in the performance of any of the terms and conditions of the Agreement.

3. Lender and Borrower are authorized to renew the Agreement under their then existing authority.

4. Borrower shall furnish assurance satisfactory to Lender that funds are available or will be made available to Borrower, when needed to carry out its obligations under this Agreement during the renewal period.

5. A determination by the Secretary of Defense or his duly authorized designee that the use of the Facilities under this Agreement during the renewal term will contribute materially to the national defense.

B. The term "Agreement" or "Loan Agreement" as used herein shall include amendments thereto and renewals thereof.

ARTICLE IV. POSSESSION AND ACCOUNTABILITY

Borrower shall be accountable and responsible for each item listed on Schedule A hereof on the date or dates upon which such item is received by it at Lender's sites and at other sites. Additionally, Borrower shall assume accountability and responsibility for any item added hereafter on Schedule A hereof on the date such item is received by it at Lender's sites and at other sites. Borrower shall not,
without the prior written approval of Lender, alter, remove to any location other than Borrower's original installation site or otherwise part with possession of any of the Facilities, or purport to pledge, assign, lease, sell, dispose of, or transfer title to, any of such Facilities, either directly or indirectly, or do or suffer anything to be done whereby any of such Facilities shall or may be seized, taken into execution, attached, damaged or destroyed.

ARTICLE V. INSTALLATION OF FACILITIES

A. Installation of the Facilities shall be accomplished by Borrower in accordance with good industrial practice and in a manner which will reasonably permit removal of the Facilities by the Borrower at its expense upon termination or expiration of this Agreement, taking into consideration the use intended to be made of the Facilities. It is understood and agreed that all the Facilities installed pursuant to this Agreement shall remain and be considered as personal property notwithstanding attachment or affixation to any realty and that title to the Facilities is and shall remain vested in Lender. Facilities once installed by Borrower shall not be moved without the prior written approval of Lender.

B. In the event the building or buildings in which the Facilities are installed is held by Borrower under lease, license, permit or other agreement with an owner other than the United States, or in the event such building is mortgaged, Borrower shall, prior to the installation of the Facilities, obtain an agreement from such other owner or mortgagee, in form satisfactory to the Lender, that as between the Lender and such other owner or mortgagor (a) such Facilities shall be considered as personalty; (b) title thereto shall remain in the Lender notwithstanding such installation; and (c) the Lender shall have the right at any time to remove them from the premises without responsibility on the part of the Lender for any damage which may be caused by reason of such removal.

C. Borrower shall, at its own expense, prominently mark each item of the Facilities upon receipt at Borrower's building (unless the Facilities have already been so marked) with a Government Identification Number so as to indicate ownership thereof by Lender. Identification shall be effected by affixing a decal, metal, fiber, plastic or other plate directly to the equipment or by using indelible ink, acid or electric etch, steel dies, or other legible, permanent, conspicuous and tamper proof method. Borrower shall maintain such
identifying marks in legible condition at all times during the term of this Agreement. The Identification Number shall be the number assigned to the item as specified in the Schedule "A" to this Agreement or added by amendments thereto.

ARTICLE VI. MAINTENANCE

A. Borrower shall use reasonable care in the possession, use, and operation of the Facilities, and shall at all times protect, preserve, maintain, and repair the same in accordance with good industrial practice. Upon the expiration or termination of this Agreement, Borrower shall forthwith yield possession thereof to Lender in as good condition as that existing on the date of assumption of accountability therefor by Borrower, except for ordinary wear and tear and damage to or destruction of the Facilities resulting from causes beyond Borrower's control and which are commonly in general industrial practice not insured against or against which Lender did not require insurance, provided such damage or destruction did not result in whole or in part from Borrower's failure to exercise reasonable care.

B. For purposes of this Agreement, the term "reasonable care" shall mean the care practiced by industrial machine shops in the maintenance, use, protection, and preservation of their own property, provided such care is in accordance with good industrial practice. The term "ordinary wear and tear" means the wear and tear usually resulting from the use of machine tools and other manufacturing equipment for training purposes. Damage to the basic machine, as described in Schedule A hereof, neglect or rusting of the machine, accessories and electrical equipment, or damage to or breakage of any accessories or other parts used with but not a part of the basic machine shall not be considered to be ordinary wear and tear.

C. It is understood and agreed that the Facilities have been selected for their suitability for vocational industrial education and training purposes and that only the most basic equipment is needed for these purposes. Upon the request of the Borrower and with the approval of the Lender, replacement of the equipment, if available, may be made for any item comprising the Facilities if such item can no longer adequately carry out the purposes of this Agreement, provided that Borrower is not in default in the performance of the terms and conditions hereof and provided further that the terms and conditions of this Agreement shall apply to the replacement items.
ARTICLE VII. TRANSPORTATION

Shipment of the Facilities to the Borrower from Lender's sites and other sites shall be made by Lender for the Borrower's account as indicated in Article XI.A.; and the return of the Facilities to the same or any other sites designated by Lender shall be made by Borrower. Borrower shall load the Facilities on carrier's or its own conveyance (type and kind of which shall be subject to Lender's approval) and thereafter Borrower shall complete and distribute the bills of lading and such other shipping documents as may be necessary to comply with Lender's instructions.

ARTICLE VIII. INDEMNIFICATION AGREEMENT

Borrower shall protect, save, and keep harmless, and indemnify Lender against any and all liability whatsoever for injury to or death of any person or persons or for loss of or damage to any property occurring in connection with or in any way incident to or arising out of the use or operation of the Facilities.

ARTICLE IX. INSURANCE

A. Fire and Extended Coverage Insurance

Borrower agrees to procure and maintain at its expense, during the term of this Agreement or extension thereof, fire, extended coverage, and vandalism and malicious mischief insurance of the Facilities wherever located in an amount equal to the full value of the Facilities for the benefit of the Lender, as well as insurance against such other hazards as Lender may require. Insurance shall be written with such provisions and in such amounts as may be required by Lender and with such companies as may be approved by or be satisfactory to Lender. All policies shall be written in the name of the United States of America, acting by and through the Commander, Defense Industrial Plant Equipment Center, Memphis, Tennessee, for a term of not less than three (3) years. Policies must include provisions that the policies shall not be reduced or cancelled without thirty (30) days prior written notice to the Lender and that any loss thereunder shall be adjusted with and payable to the said Commander, Defense Industrial Plant Equipment Center.
B. General Liability Insurance

Borrower agrees to procure and maintain at its cost, during the term of this Agreement or extension thereof, general liability insurance with limits of liability for bodily injury of not less than $300,000 for each occurrence and property damage limit of liability of not less than $25,000 for each accident. The liability policy shall be written in the name of the United States of America, acting by and through the Commander, Defense Industrial Plant Equipment Center, Memphis, Tennessee, for a term of not less than three (3) years. The policy must protect the Lender's interest in the loaned facilities wherever located and must include a provision that the policy shall not be reduced or cancelled without thirty (30) days prior written notice to the Lender.

C. Transportation Insurance

Borrower further agrees to procure at its expense all risks transportation insurance (trip transit), including loading and unloading, for the benefit of the Lender on all the following shipments of the Facilities in an amount equal to the full value of the Facilities: (a) the shipment of Facilities from Lender's sites or other sites, (b) the return of the Facilities to the same or other sites designated by Lender, or (c) the transfer of Facilities by Borrower to other locations, when such return or transfer is authorized by Lender. Policies shall be written in the name of the United States of America, acting by and through the Commander, Defense Industrial Plant Equipment Center, Memphis, Tennessee, for a term of not less than ninety (90) days. Policies must include provisions that the policies shall not be reduced or cancelled without thirty (30) days prior written notice to the Lender and that any loss thereunder shall be adjusted with and payable to the said Commander, Defense Industrial Plant Equipment Center.

D. Loss or Damage of Facilities

In the event of damage to or destruction of the Facilities, or any item or items thereof in whole or in part, by fire or other insured peril or other cause, Lender shall determine whether the damaged or destroyed items shall be repaired, replaced, or removed. Borrower agrees to notify the Commander, Defense Industrial Plant Equipment Center, Airways Blvd., Memphis, Tennessee 38114, within twenty-four (24) hours of any loss or damage to the Facilities.
E. Evidence of Insurance

The original fire, liability, and transportation insurance policies, including Lender's required provisions, written with companies acceptable to Lender and meeting the requirements of this Article, together with evidence of such other insurance required by this Article as may be requested by Lender, shall be delivered to the Commander, Defense Industrial Plant Equipment Center, Airways Blvd., Memphis, Tennessee 38114, or such other address as Lender may hereafter direct. Renewal policies shall be furnished not less than ten (10) days prior to the expiration of the current policies. The Borrower agrees not to change, replace, or cancel any current policy accepted as complying with this Article without prior approval of the Lender.

F. Deductible Provisions

If the Borrower procures insurance with deductible provisions and if the Lender agrees to the deductible provisions, the Borrower agrees to be responsible for any loss to the extent of such deductible amounts and to reimburse the Lender therefor.

ARTICLE X. TAXES

Borrower agrees to pay to the proper authority when and as the same become due any and all taxes, assessments, and similar charges which at any time during the term of this Agreement may be legally assessed against the Facilities, or upon the use or operation thereof, whether such taxes are imposed under existing law or legislation hereafter enacted.

ARTICLE XI. PAYMENT

A. All cost incurred in connection with the performance of this Agreement shall be for the Borrower's Account. Such costs shall include without limitation:

1. Borrower's cost in connection with its inspection of the Facilities wherever located prior to shipment to Borrower.

2. Cost of packing, crating, and marking of Facilities and of loading thereof on carrier's conveyances.
3. Cost of transportation of Facilities from the sites wherever such Facilities are located prior to shipment to Borrower, and the return of Facilities by Borrower to sites to be designated by Lender.

4. Cost of insurance required by this Agreement.

5. Cost of storage, installation, maintenance, protection, and preservation of Facilities.

6. Cost of repairs to or replacement of Facilities required by wear and tear, damage, and destruction not excusable pursuant to the provisions of this Agreement.

7. Cost of the operation and administration of the training program.

B. Borrower shall pay all such costs directly to the creditor.

C. Any payments made by Borrower to Lender, shall be made to the Commander, Defense Industrial Plant Equipment Center, Airways Blvd., Memphis, Tennessee 38114, by check payable to the Treasurer of the United States of America.

D. Borrower shall not be liable for Lender's travel, subsistence and administrative expense in administering this Agreement, but shall be liable for Lender's cost under Paragraph A of this Article if Lender performs any of the services or work referred to in said paragraph.

ARTICLE XII. ACCESS TO PREMISES

For the purpose of determining whether Borrower is complying with the terms and conditions of this Agreement, Borrower hereby grants to Lender and any duly authorized representatives of Lender the right of access to the premises wherein any of the Facilities are installed or located at all reasonable times during the term of this Agreement.
ARTICLE XIII. COMPLIANCE WITH APPLICABLE LAWS

Borrower agrees, in the use, operation, and maintenance of the Facilities, to comply with all applicable federal, state, municipal, and local laws, rules, orders, regulations, and directives lawfully made.

ARTICLE XIV. AUTHORITY OF BORROWER

On or before the execution of this Agreement by Lender there shall be delivered to Lender the following:

A. Certified copy of duly adopted resolution of the governing body of Borrower authorizing the persons by titles or positions executing this Agreement to do so in Borrower's name and on its behalf, and to execute any amendments and supplements to the Agreement and to perform all things necessary in connection therewith.

B. An opinion of Counsel for the Borrower, in form and substance satisfactory to Lender, to the effect that:

1. The Agreement when executed by Lender will constitute a valid and binding obligation and commitment upon Borrower in accordance with its terms, and that all requirements included to protect the interests of Lender have been complied with by Borrower.

2. The vocational industrial education and training program referred to in the Agreement is duly authorized by state and local laws, rules, orders, regulations, and directives.

3. Borrower is authorized under such laws to operate the vocational industrial education and training program, to enter into the Agreement and to undertake to perform, and perform all obligations, agreements, and acts required under and in connection with the Agreement.

4. Borrower is authorized to expend the funds necessary to carry out its obligations under the Agreement notwithstanding the fact that the Facilities are owned by the United States Government and notwithstanding the fact that Borrower has a contingent obligation to return the Facilities to the United States Government and to pay the costs of repair and replacement of the Facilities when required under the terms of the Agreement.
5. Said funds are not subject to attachment or levy for the payment of workmen's compensation claims, mechanics' liens, state or local fees, municipal claims or tax liens, or judgments against the State of California or any political subdivision thereof, including the City of Santa Barbara County of Santa Barbara or school boards.

6. In support of the conclusions required by the preceding five subparagraphs, the Counsel for the Borrower shall cite the relevant and material laws, rules, orders, regulations, directives and, when appropriate, court decisions.

7. The Counsel for Borrower will specify the title or legal interest that he has determined Borrower to have in the real estate and building(s) stated in Article II. (Counsel will fully explain Borrower's rights and responsibilities if he specifies an interest other than a fee simple title. In addition, he will obtain and attach the agreement required by Article V.B.).

ARTICLE XV. TERMINATION AND DISPOSITION OF FACILITIES

A. Grounds for and Manner of Termination

This Agreement may be terminated prior to its expiration, in whole, or from time to time in part, in the following manner and upon the following terms and conditions:

1. By Borrower ninety (90) days from the date of written notice to Lender in the event the Facilities are no longer needed for purpose for which they were borrowed or whenever Borrower determines such action to be in its best interest.

2. By Lender ninety (90) days from the date of written notice to Borrower.

3. By Lender whenever Borrower shall default in the performance of this Agreement in accordance with its terms, and shall fail to cure such default within fifteen (15) days (or such longer period as Lender may allow) from the date of written notice from Lender to Borrower specifying the default.
4. By Lender upon fifteen (15) days of written notice to Borrower in the event:

   (a) The Facilities are no longer needed by Borrower for the purpose for which they were loaned;

   (b) The Facilities or any part thereof are required on an emergency defense production program;

   (c) The Secretary of Defense or his duly authorized designee determines that there is a substantially greater national defense need elsewhere for the Facilities or any part thereof; or

   (d) Borrower does not have available, and Lender does not receive from Borrower assurance satisfactory to Lender that there will be available when needed, funds necessary and sufficient to carry out Borrower's obligations under this Agreement.

B. Return of Facilities by Borrower

1. **Borrower's Request for Instructions**

   Borrower shall after the expiration or termination of this Agreement request Lender either to furnish shipping instructions with respect to the Facilities or to complete the removal thereof in the event Lender has given notice of its election to do so pursuant to subparagraph 2 below. In the event of failure upon the part of Lender to furnish such instructions within ninety (90) days of such request, or to complete removal of the Facilities within ninety (90) days from the date of the notice of its intention to do so, Borrower may remove and store such Facilities; provided however, that any Facilities so removed for storage shall be packed, crated, and preserved for storage and shipment in accordance with the provisions of subparagraph 3 below.

2. **Removal by Lender**

   Lender, upon written notice given to Borrower within fifteen (15) days after the expiration or termination of the Agreement, shall have the right at any time from the date of such notice to enter the premises of Borrower wherein the Facilities are installed and to remove the same.
3. **Packing, Crating, and Preservation by Borrower**

After the expiration or termination of the Agreement, and not later than sixty (60) days after the date of Lender's written instructions to do so, Borrower shall clean, preserve, and pack to afford protection against corrosion, deterioration, and damage in shipment. Packing shall meet carrier acceptance and safe delivery to destination at lowest rate in compliance with carrier rules and regulations applicable to mode of transportation.

4. **Shipment by Borrower**

Borrower shall, after cleaning, preserving, and packing said Facilities as above provided, deliver the Facilities to a carrier in accordance with written instructions of Lender.

5. **Restoration of Premises**

Lender shall in no event be liable for restoration of or damage to the property from which the Facilities are removed arising out of or incident to the removal of the Facilities therefrom.

**ARTICLE XVI. EQUAL OPPORTUNITY CLAUSE**

The term Contractor as used herein shall be deemed to mean and include the "Borrower."

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XVII. ASSURANCE OF COMPLIANCE WITH DOD REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

A. The Borrower hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by or pursuant to the regulations of the Department of Defense (32 CFR Part 300) issued pursuant to that Title to the end that, in accordance with said Title VI and said regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program for which the Borrower receives Federal financial assistance (Loan of Property) under this Loan Agreement, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This assurance shall obligate the Borrower for the period during which it retains possession of any property now or subsequently covered by this Loan Agreement.

B. This assurance is given in consideration of and for the purpose of obtaining the loan of property now or subsequently covered by this Loan Agreement. The Borrower recognizes and agrees that such Federal financial assistance (Loan of Property) will be continued or extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Borrower and its successors.
ARTICLE XVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate of Congress, or resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIX. NOTICES

A. Notices, as required by Article III and XV, shall be in writing and shall be deemed to have been given at the time of transmission.

B. Unless otherwise specified:

1. Notices by Borrower to Lender shall be addressed to the Commander, Defense Industrial Plant Equipment Center, Airways Blvd., Memphis, Tennessee 38114.

2. Notices by Lender to Borrower shall be addressed to:

Official by
Title Only: Assistant Superintendent, Business Services

Name of Borrower or School: Santa Barbara Community College District

Santa Barbara City College

Street Address: 721 Cliff Drive

City, State and Zip Code: Santa Barbara, California 93109

ARTICLE XX. EXAMINATION OF RECORDS

Borrower agrees that the Comptroller General of the United States and the Secretary of Defense or any of their duly authorized representatives shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Borrower involving transactions related to this Agreement.
SCHEDULE B
To
LOAN AGREEMENT NO. S-699
Between
UNITED STATES OF AMERICA
And
BOARD OF TRUSTEES
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA, CALIFORNIA 93109

A. Borrower represents and agrees that:

1. Santa Barbara Community College is a public, non-profit institution approved by the California Board of Governors operating under the guidelines of the California Community Colleges. The district is part of a county with two population centers, and has a seven-member Board of Trustees elected from the district. Vocational programs meet standards of the California State Plan for Vocational Education which is approved by the United States Office of Education. Vocational programs are initiated with the help of local lay advisory committees and are approved by the Board of Trustees of the college and by the California Community Colleges office.

2. Purposes for which the Defense Industrial equipment is used are as follows:

   (a) Occupational preparatory for those seeking careers as machinists and welders, and all students enrolled in the college's one-year Metal Manufacturing program.

   (b) Occupational supplementary for those already employed in the metals and related trades who are seeking to upgrade and expand their skills.

   (c) Apprentices who are taking related training courses in the metals and related trades.

3. Sufficient funds are available to the Borrower for the entire term of the Loan Agreement for carrying out the program, including, but not limited to, the cost of maintenance of equipment; salaries of instructors; shipping, handling, marking, installation, and insurance of the facilities; procurement of the necessary miscellaneous accessories; and power, heat, light, supplies and janitorial services.

4. Funds are available for purchase of auxiliary equipment as needed and not presently owned by the college. This equipment includes such items as micrometers, squares, height gauges, calipers, cutting tools, and selected small tools.

    (continued)
5. The records of the college are open at all times for examination. Names of graduates, and those presently enrolled, including their progress, is constantly available. An annual follow-up of graduates and their employment records as made by our school will be available upon request. In addition, other pertinent information relevant to the operation of the training program and the maintenance and use of the facilities will be maintained and be available upon request.

6. If this equipment is not approved, it will be impossible to conduct the training noted above. This is serious, as there is need for advanced post-secondary metals training to provide skilled technicians for local industry. The students trained at Santa Barbara Community College should contribute substantially to the skill level of many industries essential to National Defense.

B. The Training Program:

1. Purpose: The purpose of the training program is to offer a one-year program of study in vocational-technical education in Metal Manufacturing at the post high school level to prepare persons to enter into and make progress in suitable wage earning employment in trade and industrial pursuits. Students will improve their earning ability, standard of living and practical experience; will contribute to the industrial strength of this area and the State of California; and will create a supply of trained and skilled machinists, welders, millwrights, etc., to aid in the National Defense.

2. Curriculum of Instruction: A specific training program has been developed and an approved course of study is followed. Courses will meet the needs of a one-year Industrial Arts program. During the second year, students can specialize in machine tools, welding, or automotives. Classes are offered as full-time day courses and as part-time night school courses. Certificates will be given upon successful completion.

C. Qualifications for Admission of Students:

Students in the day programs will be enrolled on the basis of their ability to profit from the program, their high school achievement, their interest in the industrial trades, personal interviews, and/or their desire to pursue the industrial trades as an occupation. Individuals lacking a high school diploma will be counseled and evaluated to determine if there is a reasonable chance they can succeed in the program. G.E.D. High School Equivalency is available to all students. Evening programs are available to individuals currently employed.

D. Faculty:

Qualified instructors are assigned to the program. Each instructor must meet the standards for vocational-technical instructors, as adopted by the California Community College Board of Education.

(continued)
E. Certification of Completion of Training:

Students graduating from the one-year program will be awarded a Certificate of Completion.

F. Visitations:

The summer vacation period is from approximately June 15 - September 1 each year. Although a summer session is offered, only a minimal number of courses are in operation. Hence, visitation by government inspectors is especially convenient during the summer months. Nevertheless, visitations during the academic year will always be most welcome.
RESOLUTION

BE IT RESOLVED by the Board of Trustees of Santa Barbara Community College

__________________________
Name of Borrower

District that the

__________________________
Assistant Superintendent, Business Services

and/or

__________________________
Assistant Dean, Occupational & Career Education

are hereby authorized

to execute on behalf of Santa Barbara Community College District

__________________________
Name of Borrower

Loan Agreement No. S-699 between the United States of America and said

Santa Barbara Community College District in the name of Santa Barbara

__________________________
Name of Borrower

Community College District and on its behalf, and to execute any

amendments and supplements to the Agreement and to perform all things in connection

therewith.

Mr. Benjamin P. J. Wells moved, seconded by Mrs. Kathryn Q. Alexander

__________________________
Name of Board Member

__________________________
Name of Board Member

that the foregoing resolution be adopted.

Ayes: 6

Nays: -0-

Absent: 1

Motion carried.

The undersigned being duly appointed, qualified and acting Secretary of the

Board of Trustees of Santa Barbara Community College District

__________________________
Name of Borrower

with its office at 721 Cliff Drive, Santa Barbara, (same) California

__________________________
Address: City,

__________________________
County, State

hereby certifies that the foregoing is a true, accurate and complete copy of a

Resolution unanimously adopted by the Board of Trustees of Santa Barbara Community

__________________________
Name of Borrower

College District at its meeting on the 23rd Day

__________________________
Month

__________________________
Year

__________________________
(Signature)

Secretary/Clerk, Board of Trustees

Santa Barbara Community College District