CCCT-2008 BOARD
OFFICIAL BALLOT

Vote for no more than ten (10) by checking the boxes next to the names

NOMINATED CANDIDATES
List order based on Secretary of State's February 22, 2008, random drawing

☐ *Anita Grier, San Francisco CCD
☐ John Rodgers, Kern CCD
☐ *Edward Ortell, Citrus CCD
☐ Bernard Jones, Allan Hancock Joint CCD
☐ *Paul Fong, Foothill-DeAnza CCD
☐ *Mary Figueroa, Riverside CCD
☐ A. C. "Tony" Ubalde, Jr., Solano CCD
☐ *Katherine "Kay" Albiani, Los Rios CCD
☐ *Charles Meng, Napa Valley CCD
☐ Bill McMillin, Ohlone CCD
☐ Brian Conley, Rancho Santiago CCD
☐ Nancy C. Chadwick, Palomar CCD
☐ Janet Chaniot, Mendocino-Lake CCD
☐ *Judi Beck, Shasta-Tehama-Trinity Joint CCD
☐ *Isabel Barreras, State Center CCD
☐ *Carolyn Batiste, Mira Costa CCD
☐ Andrew Walzer, Santa Monica CCD
☐ Eva Kinsman, Copper Mountain CCD
☐ Bob Hughlett, Cerritos CCD
☐ Donald Nelson, Victor Valley CCD

*Incumbent

WRITE-IN CANDIDATES
Type each qualified trustee's name and district on the lines provided below.

Board Secretary and Board President or Board Vice President must sign below:
This ballot reflects the action of the board of trustees cast in accordance with local board policy.

Secretary of the Board

President or Vice President of the Board

Item 2.1
03/27/08
# Educational Programs
## Minimum Qualification Equivalency

<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
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</table>
| LINGWOOD, Mark | Chemistry  | **EDUCATION:**  
B.S., Chemistry, University of Washington, WA (2005)  
57.3 Units, Graduate School in Chemistry, University of California, Santa Barbara (UCSB) (2005-Present)  

**EXPERIENCE:**  
2006-Present: Research Assistant, UCSB Dept. of Chemistry  
2005-06: Teaching Assistant, UCSB Dept. of Chemistry |

| WINARD, Kevin | Music      | **EDUCATION:**  
28 Units (20 in Music), California State University, Long Beach (1983-84)  
33 Units (24 in Music), California State University, Northridge (1984-85)  

**EXPERIENCE:**  
1998-2006: Toured with trumpet player Doc Severinsen in United States and performed with symphony orchestras across the country.  
2002-05: Toured with Sergio Mendes in concerts in Japan, Canada, United States, Philippines and Malaysia.  
1996-97: Toured with Sergio Mendes in United States, Philippines and Europe.  

Mr. Winard has composed songs for the Muzak company and has published articles in *Modern Drummer* and *Drum* business magazines. He has produced one CD and has co-produced three others. He has performed with The Woody Herman Orchestra, Bob Hope, Frank Sinatra Jr., Rosemary Clooney, Carol Burnett, Roger Williams and Les Brown among others. He has worked with vocalists Vic Damone and Jack Jones.
Continuing Education
Minimum Qualification Equivalency

MASK, Robert       Art

EDUCATION:
University of Wisconsin
Platteville, Wisconsin
B.S. in Mathematics

Santa Barbara City College
Continuing Education
Santa Barbara, California
Fine Arts Classes –
Focus: Life Drawing and Painting
1985 to present

EXPERIENCE:
Consultant – Arts
SBCC Continuing Education
Santa Barbara, California
March 2004, 2008

AWARDS:
Winner of the Call for Entries
Contemporary Arts Forum
August 2007

1st Prize Advanced Painting and Advanced
Printmaking
SBCC
2005, 2006

1st prize
Santa Barbara Art Association Show
2003

MEMBERSHIP:
10 years – Santa Barbara Art Association
3 years – Santa Barbara Printmakers

WILLHITE, Suemae Lin       Crafts

EDUCATION:
Cal. State University of San Bernardino
San Bernardino, CA
1986 - BA in Business Administration

Taiwan elementary schools
Daily studies and training in Chinese brush painting and calligraphy
1967-1975

Loma Linda University
Loma Linda, CA
Studied watercolor painting, ceramics and drawing
1980-1981

San Bernardino Valley College
San Bernardino, CA
Studied architecture, watercolor painting and drawing
1981-1983

EXPERIENCE:

Art Instructor – teaching a weekly class on drawing, watercolor painting, Chinese brush painting and calligraphy to elementary students
Coastline Christian Academy
Goleta, CA
September, 2005 to present
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## CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS 3/27/08
All short-term appointments are limited to 19-1/2 hrs. per week and 175 days per year.

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SUMMARY OF ACHIEVED OUTCOMES

Diane Handloser

Popular Culture Applications of Art History and the Principles of Design in the Teaching of Visual Literacy

Fall 2004

I took as my starting point in proposing this sabbatical the Art Department’s efforts to assemble an image bank related to Design in all of its applications. I proposed to continue this work with special emphasis on images related to the teaching of Visual Literacy. Since Visual Literacy teaches students to understand the language and materials of visual expression wherever they are found, I proposed to contribute to our Slide Library a series of images which demonstrate visual language drawn from popular culture.

On this sabbatical I accomplished the following:

- produced slides of images which demonstrate the Principles of Design and Art History as illustrated in the popular print media. (130 slides) I drew upon images which illustrate current events, sports, and fashion.

- Produced slides of images related to the history of design (35 slides)

- Produced slides of images which make reference to Art History and Visual Literacy in our local Southern California environment. (75 slides) These images illustrate art and art principles in the community.

- Researched popular films in which art historical monuments or design principles are featured, purchased five films for Art Department use of selected clips, and made available to Art Department faculty an online resource called The Art Historian’s Guide to the Movies by Craig Eliason.

- Studied and practiced drawing daily (45 slides of historical drawings)

- Produced miscellaneous slides related to the teaching of Visual Literacy and Art History in general (16 slides).

- Researched online image banks and played a major role in SBCC’s agreement to subscribe to ARTstor, the online digital image bank. This resource is available to all faculty, students and staff, across the disciplines.

- Created a sense of personal and professional renewal as I enter my 36th year of teaching at SBCC.
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AUTHORIZATION FOR PROFESSIONAL SERVICES

CLIENT: JOHN A. MARTIN & ASSOCIATES
25129 The Old Road, Suite 316
Stevenson Ranch, California 91381
661.260.2646
661.260.2649 Fax

ATTENTION: Marcelo Cairo

DATE: 11 March 2008

PROJECT: SANTA BARBARA COMMUNITY COLLEGE BRIDGE (Construction Documents)
Santa Barbara, California

SCOPE & FEE SUMMARY:
CONSTRUCTION DOCUMENTS: $21,500.00 plus Reimbursable Expenses.

SERVICES DURING CONSTRUCTION: Included in Fee for Construction Documents and Hourly for Additional Work.

MEETINGS: Included in Fee for Construction Documents and Hourly for Additional Work.

RETAILER: Waived

1. PROJECT DESCRIPTION and BASIS FOR BASIC SERVICES
Professional Services as specified in Paragraph 2.0 Basic Services herein are based on the following:

1.1. The project is the maintenance replacement of certain components of the pedestrian bridge located at Santa Barbara Community College in Santa Barbara, California.

1.2. The scope of Basic Services herein are limited to the preparation of architectural construction documents for the removal and replacement of the bridge walking surface, flashing, railing and outside beam facing.

1.3. No consultant or engineering services are included as a part of Basic Services herein.

1.4. The specification of architectural materials is included in the Scope of Basic Services herein.

1.5. As the prime consultant, the Client shall prepare all required project information and cover
sheets including notes, project details and dates, site vicinity maps and other information required to complete the construction document package.

1.6. The College has stated that no permits are required for this work as it is a maintenance project. As such, the scope of Basic Services herein assumes there will be no processing through any government agency, and thus no such services are included. The Client agrees to defend, indemnify and hold Behr Brothers Architects, Inc. harmless for any consequences that may arise from any situation related to the project not obtaining permits or other government agency approvals.

1.7. Relocation of any utilities including, but not limited to, electrical and lighting, shall be referenced by note only. No separate drawings, engineering or other documents will be prepared to describe any of this required work. The College shall have the ultimate responsibility for the relocation of any of the bridge utilities, including lighting, conduit, etc.

1.8. It is assumed existing bridge lighting will be reused. If new lighting is desired, the College and/or the Client will provide that outside the scope of Basic Services herein.

2. BASIC SERVICES

JOHN A. MARTIN & ASSOCIATES, hereinafter referred to as the Client, hereby authorizes Behr Brothers Architects, Inc. to proceed with the following Professional Services:

CONSTRUCTION DOCUMENTS:

2.1. ARCHITECTURAL CONSTRUCTION DOCUMENTS:

2.1.1. Work with the Client to develop the pedestrian walkway surface specifications and details, walkway flashing details, walkway details, and exterior bridge surface replacement materials, specifications and details.

2.1.2. Based on the Project Description and Basis for Basic Services as specified in Paragraph 1.0, along with the specifications and details developed herein, prepare one set of architectural construction documents for inclusion in the Client's construction document package.

2.1.3. Coordinate with the Client in his development of the structural maintenance components for the project.

2.1.4. Make one set of minor drawing changes generated by the Client and/or the College.

SERVICES DURING CONSTRUCTION:

2.2. ARCHITECTURAL SERVICES DURING CONSTRUCTION:

2.2.1. Respond to written and reasonable contractor Requests for Information regarding questions on design intent and/or clarifications to items contained
within the Construction Documents prepared under 2.0 Basic Services herein.

2.2.2. Respond to contractor questions or Requests for Information regarding items specifically shown or otherwise clearly identifiable in the construction documents.

2.2.3. Respond to written contractor requests for deviations to the construction documents.

2.2.4. Respond to written contractor Requests for Information regarding questions arising out of unknown or unexpected field conditions during construction including, but not limited to, conditions resulting from the construction not being in compliance with the construction documents.

MEETINGS:

2.3. MEETINGS:

2.3.1. Attend a maximum of two (2) coordination meetings with the Client and/or consultants in the offices of Behr Brewers Architects, Inc.

2.3.2. Attend a maximum of two (2) meetings/site visits at the project site.

2.3.3. Attend more than two (2) coordination meetings with the Client and/or consultants in the offices of Behr Brewers Architects, Inc.

2.3.4. Attend more than two (2) meetings/site visits at the project site.

3. CHANGES IN SERVICES:

3.1. Verification of any as built conditions and/or preparation of any as built documentation.

3.2. Making any changes required due to inaccurate and/or incomplete information provided by the Client and/or the Client’s consultants.

3.3. Making any Client requested changes to previously approved designs and/or documents.

3.4. Providing any services required by, or resulting from, changes to the Project Description and Basis for Basic Services as specified herein. Said services include, but are not limited to, research, studies, evaluation of alternatives, modifications to designs, development of new designs, modification of existing documents, preparation of new documentation, attendance at meetings, etc.

3.5. Making any changes due to Client direction to proceed with anything that deviates from Local, State or Federal Zoning Ordinances or Building Codes including, but not limited to, anything that may require a variance, modification, adjustment, interpretation, or any other deviation to written Zoning Ordinances and/or Building Codes.

3.6. Making any changes to comply with government agency policy, interpretation or other requirements not specifically stated in the local, state or federal Zoning Ordinances and Building Codes.

3.7. Making any changes due to the enactment and/or revisions to codes, laws, ordinances, and/or regulations after the preparation of documents prepared under 2.0 Basic Services.

3.8. Make more than one set of minor drawing generated by the Client and/or the College.
3.9. Make any major drawing changes generated by the Client and/or the College.
3.10. Providing any viewshed renderings or other design exhibits.
3.11. Providing any services related to the development and/or documentation of signage and graphics.
3.13. Make any reviews of shop drawings.
3.14. Providing any consultant services other than those specified in 2.0 Basic Services herein.
3.15. Providing any services related to government agency processing of any documents.
3.16. Providing any services in connection with the work of a construction manager.
3.17. Providing any services related to any Client and/or College generated changes during construction.
3.18. Providing any services related to any Contractor generated changes during construction other than as provided in Basic Services herein.
3.19. Providing any other services not specified in 2.0 Basic Services.

4. COMPENSATION:
The Client agrees to pay Behr Browers Architects, Inc., as compensation for Services rendered, as specified herein.

4.1. FEE FOR BASIC SERVICES:
Total compensation for Basic Services shall be as follows plus Reimbursable Expenses as specified herein:

CONSTRUCTION DOCUMENTS:
- Paragraph 2.1.1 thru 2.1.4: Fixed Fee of $21,500.00 plus Reimbursable Expenses

SERVICES DURING CONSTRUCTION:
- Paragraph 2.2.1: Included in Fixed Fee for Construction Documents
- Paragraph 2.2.2 thru 2.2.4: Hourly plus Reimbursable Expenses.

MEETINGS:

MEETINGS:
- Paragraph 2.3.1 thru 2.3.2: Included in Fixed Fee for Construction Documents
- Paragraph 2.3.3 thru 2.3.4: Hourly plus Reimbursable Expenses.

4.2. FEE FOR CHANGES IN SERVICES:
The Client agrees to pay Behr Browers Architects, Inc., as compensation for Changes in Services rendered, on an Hourly or Fixed Fee basis plus Reimbursable Expenses as appropriate and as authorized by the Client in writing.

4.3. HOURLY RATES:

- Principal: $325.00/Hour
- Senior Associate Architect: $200.00/Hour
- Associate Architect: $175.00/Hour
- Project Manager: $150.00/Hour
AUTHORIZATION FOR PROFESSIONAL SERVICES

JOHN A. MARTIN & ASSOCIATES
SANTA BARBARA COMMUNITY COLLEGE BRIDGE (Construction Documents)
Santa Barbara, California
11 March 2008
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Senior Designer/Draftsperson: $130.00/Hour
Intermediate Designer/Draftsperson: $110.00/Hour
Junior Designer/Draftsperson: $90.00/Hour
Clerical/Technical Writer: $60.00/Hour
Specialty Principal Services: $450.00/Hour
• City Processing Consultation
• Design Review Consultation
• Expert Witness
• Public Presentations

The above rates are valid during normal business hours only (Monday thru Friday, 7:00 AM thru 6:00 PM Pacific Time, excluding holidays). Any work performed outside of normal business hours shall be billed as premium time. Premium time work, if required, will be quoted separately. Public presentations include formal presentations to government organizations and agencies (including, but not limited to, Planning Commission and City Council hearings), business organizations, homeowners organizations, and other groups of 6 or more people.

The hourly rates specified herein shall be valid for a period of one year from the date of this Authorization for Professional Services, after which the hourly rates shall be adjusted, and shall be adjusted on an annual basis thereafter for the duration of this Authorization for Professional Services. Hourly rate adjustments shall not exceed a maximum of 10% each year.

4.4. TRAVEL RATES:

Travel outside the greater Los Angeles and Ventura County Areas of over 1,000 miles shall be at the following rates plus Reimbursable Expenses:

Principal: $3,000.00/Working Day
Associate Architect: $2,000.00/Working Day
Project Manager: $1,500.00/Working Day

Travel outside the greater Los Angeles Area and Ventura County Areas of over 1,000 miles shall add $1,500.00 per person per trip for travel time (not including Reimbursable Expenses).

4.5. REIMBURSABLE EXPENSES:

Compensation for Reimbursable Expenses is in addition to compensation for Basic Services and Additional Services, and shall be as follows:

4.5.1. REPRODUCTIONS:

All printing, plotting and reprographics by outside firms at invoice cost plus 20%. In house reproductions at the following rates:

• Black & White Reproductions on standard bond: 8 1/2 x 11 @ $1.00/Sheet, 8 1/2 x 14 @ $1.50/Sheet, 11 x 17 @ $2.00/Sheet, 13 x 19 to 15 x 21 @ $15.00/Sheet, 24 x 36 to 30 x 42 @ $20.00/Sheet.

• Color Reproductions on any paper and Black & White Reproductions on glossy paper or heavy weight bond: 8 1/2 x 11 @ $17.50/Sheet, 8 1/2 x 14 @
$20.00/Sheet, 11 x 17 @ $25.00/Sheet, 13 x 19 to 15 x 21 @ $35.00/Sheet, 24 x 36 to 30 x 42 @ $50.00/Sheet.

• Black & White photo copying at $0.25 per sheet (8 1/2 x 11, 8 1/2 x 14 and 11 x 17).

4.5.2. COMPUTER GENERATED VIEWSHED EXHIBITS:
All viewshed exhibits from computer generated model(s) at $5,000.00 per view. Revisions to previously completed viewshed exhibits to incorporate minor building design modifications at $2,500.00 per view.

4.5.3. ELECTRONIC MEDIA:
All electronic files at $1.00 per megabyte or portion of a megabyte ($15.00 minimum per request), plus the cost of media at $5.00/CD or DVD.

4.5.4. COMMUNICATIONS:
Long-distance telephone calls (outside Los Angeles and Ventura Counties), special postage (express mail, registered mail, etc.) and delivery services (Federal Express, California Overnight, etc.) at invoice cost plus 20%.

4.5.5. TRAVEL:
Travel by automobile at $.50 per mile. Air or other modes of transportation as well as food, lodging or other related and necessary expenses (outside Los Angeles and Ventura Counties) shall be reimbursed at invoice cost plus 20%. Air travel over 1,000 miles for Principals shall be via First/Business Class.

4.5.6. CONSULTANTS:
Services and expenses paid by Behr Bowers Architects, Inc. at invoice cost plus 20%. Services and expenses paid directly by the Client at invoice cost.

5. TERMS & CONDITIONS:

5.1. INVOICING & PAYMENT
INVOICES SHALL BE DUE AND PAYABLE UPON RECEIPT. Amounts unpaid twenty one (21) calendar days after the date of the invoice shall be considered past due. Past due payments shall bear interest from the date of the invoice at a rate of 1.5% per month. In addition to interest, 1/2 hour of clerical time per month shall be due for processing past due invoices.

Amounts unpaid thirty (30) days after the date of the invoice shall be considered substantial non-performance by the Client and cause for termination or, at the sole discretion of Behr Bowers Architects, Inc., suspension of all services under this Authorization for Professional Services. In the event of termination or suspension of services for nonpayment, Behr Bowers Architects, Inc. shall have no liability for any delay or damage caused the Client or any other party as a result of such termination or suspension of services.

Amounts unpaid sixty (60) days after the date of the invoice may, at the sole discretion of Behr Bowers Architects, Inc. and without notice, result in Behr Bowers Architects, Inc. withdrawing any and all documents prepared by Behr Bowers Architects, Inc. pursuant to this Authorization for
Professional Services from any government agency(s) to which they have been submitted. In the event of withdrawal of documents for nonpayment, Behr Browsers Architects, Inc. shall have no liability for any delay or damage caused the Client or any other party as a result of such withdrawal of documents, nor shall Behr Browsers Architects, Inc. have any obligation to resubmit said documents.

Services suspended for non-payment shall not resume until all past due balances are paid in full, including interest and clerical time.

Invoices shall be deemed correct, conclusive and binding on the Client unless Behr Browsers Architects, Inc. is notified in writing, within fifteen (15) calendar days of the date of the invoice, of any alleged inaccuracies, discrepancies or errors in the invoice, or of any alleged lack of performance by Behr Browsers Architects, Inc., or of any alleged performance of unauthorized work by Behr Browsers Architects, Inc. Back up for Reimbursable Expenses shall be provided upon written request.

5.2. CONSULTANT'S PROVIDED BY BEHR BROWSERS ARCHITECTS, INC.
No consultant services are provided by Behr Browsers Architects, Inc. As such, services provided by outside consultants are specifically excluded from this Authorization for Professional Services.

5.3. CONSULTANTS PROVIDED BY THE CLIENT
If required, the Client agrees to provide any outside consultants necessary to properly complete the scope of work specified or anticipated by this Authorization for Professional Services.

As these Consultants are under contract directly to the Client, the Client agrees to be solely responsible for assuring they perform in accordance with the requirements of the project. The Client hereby agrees to defend, indemnify and hold Behr Browsers Architects, Inc., its officers, directors, principals, employees, consultants and sub consultants harmless for any loss, claim or cost, including reasonable attorney’s fees and costs of defense, arising out of or in any way connected with any services being provided by these Consultants.

5.4. CHANGES IN SERVICES
Client requests for services not specified in this Authorization for Professional Services shall be considered Changes in Services. Changes in Services must be authorized by the Client in writing, or must be affirmed by signature of the Client, prior to Behr Browsers Architects, Inc. proceeding with any requested Changes in Services.

Faxed authorizations to proceed with Changes in Services, including faxed signature affirmations, shall be considered as written authorizations by the Client to proceed with the requested Changes in Services.

5.5. CLIENT'S RESPONSIBILITIES
The Client shall provide full and complete information to Behr Browsers Architects, Inc. regarding all aspects of the project including, but not limited to, site survey information, as-built information, programmatic information, tenant requirements, schedule and budget information, etc. Behr Browsers Architects, Inc. shall rely on all information provided by the Client and shall not be responsible in any way for any redesign, delay or loss due to lack of information or inaccurate information provided by the Client, their employees, consultants, and tenants.
The Client hereby acknowledges and accepts that the accuracy of Behr Bowers Architects, Inc. work is dependent on the accuracy of the information provided by the Client, their employees, consultants, and tenants.

5.6. **CLIENT CHANGES**
Changes to the project made or authorized by the Client without the express knowledge and written consent of Behr Bowers Architects, Inc. shall be the sole responsibility of the Client. This includes, but is not limited to, changes in the design, design components, construction documents, construction, or any other aspect of work prepared by Behr Bowers Architects, Inc. Client hereby agrees to defend, indemnify and hold Behr Bowers Architects, Inc., its officers, directors, principals, employees, consultants and sub consultants harmless for any loss, claim or cost, including reasonable attorney’s fees and costs of defense, arising out of or in any way connected with any changes made or authorized by the Client, Client’s employees, Client’s consultants, Client’s tenants, or any other person or persons acting on behalf of the Client without the express knowledge and written consent of Behr Bowers Architects, Inc.

5.7. **OWNERSHIP OF DOCUMENTS**
All designs, drawings, details, specifications, data bases, computer software, electronic media, and other proprietary property and documents prepared under this Authorization for Professional Services, are instruments of service and are the copyrighted property of Behr Bowers Architects, Inc. Intellectual property developed, utilized or modified in the performance of the services pursuant to this Authorization for Professional Services shall remain the property of the Behr Bowers Architects, Inc. All designs and other information contained therein are for use on this project and shall not be used by the Client or others on other projects, for additions to this project or for completion of this project by others, except by prior Authorization for Professional Services in writing including compensation to be paid to Behr Bowers Architects, Inc.

5.8. **MECHANIC’S LIEN RIGHTS**
The Client is hereby notified that Behr Bowers Architects, Inc. may exercise its right to place a mechanic’s lien against the property if invoices are not paid in full for services rendered under this Authorization for Professional Services. The Client agrees to notify the legal property owner within twenty (20) calendar days of the execution of this Authorization for Professional Services that if invoices are not paid in full for services rendered under this Authorization for Professional Services, Behr Bowers Architects, Inc. may place a mechanic’s lien against the property. The Client further agrees to provide Behr Bowers Architects, Inc. with written proof of said notification upon written request by Behr Bowers Architects, Inc., said proof due within seven (7) calendar days of the receipt of the request for said proof from Behr Bowers Architects, Inc.

Should the Client fail to notify the legal property owner within twenty (20) calendar days of the execution of this Authorization for Professional Services, Behr Bowers Architects, Inc. may, at its sole discretion, notify said property owner directly. Should Behr Bowers Architects, Inc. so notify said property owner, Behr Bowers Architects, Inc. shall have no liability for any delay or damage that may be caused by such notification. The Client agrees to defend, indemnify and hold Behr Bowers Architects, Inc., its officers, directors, principals, employees, consultants, and sub consultants harmless for any loss, claim or cost, including reasonable attorney’s fees and costs of defense, arising or resulting from any such notification.
Failure to notify the property owner as specified herein, including failure to provide Behr Bowers Architects, Inc. with proof of said notification, shall be considered a substantial non-performance on the part of the Client.

5.9. STANDARD OF PRACTICE
Services performed by Behr Bowers Architects, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty is included or intended in this Authorization for Professional Services, or in any report, opinion or other document.

5.10. INSURANCE
Behr Bowers Architects, Inc.'s agrees to maintain the following insurance coverage for the duration of the project covered by this Authorization for Professional Services:

   Professional Liability: $1,000,000
   General Liability: $5,000,000

5.11. LIMITATION OF LIABILITY
The Client agrees to limit Behr Bowers Architects, Inc.'s liability to the Client and all construction contractors arising from Behr Bowers Architects, Inc.'s professional acts, errors or omissions, such that the total aggregate liability of Behr Bowers Architects, Inc. to all those named shall not exceed $100,000.00 or Behr Bowers Architects, Inc.'s total fee for the services rendered on this project, whichever is greater. However, in no case shall Behr Bowers Architects, Inc.'s liability exceed $1,000,000.00 for this project.

5.12. ENFORCEMENT
In the event either party defaults on any of the terms or provisions of this Authorization for Professional Services, the non-prevailing party agrees to pay all expenses incurred by the prevailing party in connection with the enforcement of this Authorization for Professional Services including, but not limited to, reasonable attorney fees.

In the event the Client fails to make payments when due to Behr Bowers Architects, Inc., the Client agrees to pay to Behr Bowers Architects, Inc. all expenses incurred by Behr Bowers Architects, Inc. in connection with collection of said fees including, but not limited to, reasonable attorney fees.

Jurisdiction for any and all claims shall be the County of Ventura, State of California.

5.13. ASSIGNMENT
This Authorization for Professional Services may not be assigned by either party either in whole or in part without the express written permission of the other.

5.14. DURATION PERIOD(S)
The Total Duration Period if this Authorization for Professional Services shall be four (4) calendar months from the date executed by Behr Bowers Architects, Inc. Services covered by this Authorization for Professional Services that have not been completed within the total Duration Period, through no fault of Behr Bowers Architects, Inc., shall be extended and shall be compensated on a Hourly basis plus Reimbursable Expenses at Behr Bowers Architects, Inc.'s rates
in effect at the end of the Total Duration Period. Said extension and Hourly compensation shall begin on the first day of the month immediately following the end of the Total Duration Period.

In the event of the extension of this Authorization for Professional Services beyond the Duration Period Behr Browsers Architects, Inc. reserves the right to revise its Hourly Rates and Reimbursable Expenses to reflect current conditions.

5.15. TERMINATION OR SUSPENSION
This Authorization for Professional Services may be terminated by either party upon a minimum of seven (7) calendar days written notice should the other party fail to substantially perform in accordance with the terms and conditions of this Authorization for Professional Services. In the event this Authorization for Professional Services is terminated due to substantial non-performance by the Client including, but not limited to, non-payment, Behr Browsers Architects, Inc. shall cease all work under this Authorization for Professional Services and shall, within twenty one (21) calendar days, be compensated for all services and expenses incurred on behalf of the Client prior to termination.

In the event this Authorization for Professional Services is terminated for any reason including, but not limited to, the Client retaining the services of a Construction Manager as specified in Paragraph 5.18, or the Client acting as his own contractor as specified in Paragraph 5.19, Behr Browsers Architects, Inc. shall have no liability for any delay, damage, loss, or other action caused as a result of such termination.

5.16. TEMPORARY WORK STOPPAGE
If the services covered under this Authorization for Professional Services are temporarily stopped for any reason and for any length of time, through no fault of Behr Browsers Architects, Inc. including, but not limited to, suspension of services for non payment, the Client agrees to pay to Behr Browsers Architects, Inc. a start-up fee of 2% of the total fee forBasic Services as specified in Paragraph 4.1 or $500.00, whichever is higher, for each time the project is stopped and restarted. Said fee shall be paid prior to the restart of any services.

5.17. AMERICANS WITH DISABILITIES ACT
While Behr Browsers Architects, Inc. will use its best efforts in designing to meet the requirements of the Americans with Disabilities Act (ADA), the Client hereby acknowledges and agrees that the ADA is civil rights law and not a building code, and the requirements of the ADA may be subject to various and possibly contradictory interpretations. As such, Behr Browsers Architects, Inc. cannot warrant or guarantee that the Client’s project will comply with interpretations of ADA requirements, as interpretations of ADA can only be made by the courts. Therefore, final decisions as to interpretations of ADA requirements shall be made by the Client with the advice of the Client’s legal counsel, and Behr Browsers Architects, Inc. shall not be responsible for interpretations of the ADA.

The Client agrees to defend, indemnify and hold Behr Browsers Architects, Inc., its officers, directors, principals, employees, consultants, and sub consultants harmless for any loss, claim or cost, including reasonable attorney’s fees and costs of defense, arising or resulting from any ADA interpretations, opinions, and/or directions made by the Client and/or the Client’s consultants.

5.18. CONSTRUCTION MANAGEMENT
It is hereby acknowledged and agreed that Behr Browsers Architects Inc.’s services and compensation under this Authorization for Professional Services do not include working in any way with a
Construction Manager.

Should the Client decide at any time to retain the services of a Construction Manager during any phase of the Basic or Additional Services specified herein, this Authorization for Professional Services may, at the sole discretion of Behr Browsers Architects, Inc., be terminated. In the event of said termination, Behr Browsers Architects, Inc. shall cease all work under this Authorization for Professional Services and shall notify the Client in writing of said termination. Within twenty one (21) calendar days of said termination, Client shall pay to Behr Browsers Architects, Inc. all compensation due for services and expenses performed up to the date of termination.

In the event of termination of services as specified herein, Behr Browsers Architects, Inc. shall have no liability for any delay or damage caused as a result of such termination of services, nor any obligation to provide the Client with any assistance, documentation, or other services to complete the project. The Client hereby agrees to defend, indemnify and hold Behr Browsers Architects, Inc., its officers, directors, principals, employees, consultants and sub consultants harmless for any loss, claim or cost, including reasonable attorney’s fees and costs of defense, arising out of or in any way connected with services being terminated as specified herein.

Should Behr Browsers Architects, Inc. fail to notify the Client in writing of its desire to either terminate this Authorization for Professional Services or convert the basis of Compensation, this Authorization for Professional Services shall remain in force based on the original scope of work and Compensation as specified herein.

5.19. CLIENT ACTING AS HIS OWN CONTRACTOR

It is hereby acknowledged and agreed that Behr Browsers Architects Inc.’s services and compensation under this Authorization for Professional Services do not include working in any way with the Client acting as his own contractor.

Should the Client decide at any time to act as its own contractor during any phase of the Basic or Additional Services specified herein, this Authorization for Professional Services may, at the sole discretion of Behr Browsers Architects, Inc., be terminated. In the event of said termination, Behr Browsers Architects, Inc. shall cease all work under this Authorization for Professional Services and shall notify the Client in writing of said termination. Within twenty one (21) calendar days of said termination, Client shall pay to Behr Browsers Architects, Inc. all compensation for services and expenses performed up to the date of termination.

In the event of termination of services as specified herein, Behr Browsers Architects, Inc. shall have no liability for any delay or damage caused as a result of such termination of services, nor any obligation to provide the Client with any assistance, documentation, or other services to complete the project. The Client hereby agrees to defend, indemnify and hold Behr Browsers Architects, Inc., its officers, directors, principals, employees, consultants and sub consultants harmless for any loss, claim or cost, including reasonable attorney’s fees and costs of defense, arising out of or in any way connected with services being terminated as specified herein.

5.20. SERVICES DURING CONSTRUCTION

It is hereby acknowledged and agreed that construction of the project shall be by a qualified general contractor under contract directly with the College. Construction is assumed to be a maximum of two (2) months.
5.21. SUBSTITUTION REQUESTS
It is hereby acknowledged and agreed that the review and processing of Substitution Requests during construction are an Additional Service. Any Substitution Requests received from any contractor or subcontractor in any form including, but not limited to, shop drawings or requests for information, will be returned to the contractor unreviewed. Any Substitution Requests received from the Client will be considered an authorization to proceed with the review of that Substitution Request as an Additional Service, and shall be compensated on an Hourly basis plus Reimbursable Expenses as specified in Paragraphs 4.3, 4.4 and 4.5.

5.22. ELECTRONIC MEDIA
It is hereby acknowledged and agreed that all electronic media prepared by Behr Bowers Architects, Inc. shall remain the property of, and under the sole control of, Behr Bowers Architects, Inc. Upon completion of Behr Bowers Architects, Inc.'s services and upon payment in full of all compensation due Behr Bowers Architects, Inc., the Client shall be entitled, if requested in writing and at additional cost, to one copy of said electronic media on CD in a .PDF format (readable and printable only). All indications of ownership or involvement shall be removed from each electronic display prior to transfer to the Client including, but not limited to, company name, company logo, title block, seal, signature, proprietary symbols, and other identifying marks. Client hereby acknowledges and agrees that designs, drawings, specifications, or other information or documentation contained in any electronic form or on any electronic media are not represented to be a reliable part of Behr Bowers Architects, Inc. work product and may contain inaccuracies. Behr Bowers Architects, Inc. makes no warranties or guarantees, either express or implied, as to the suitability or usability of any electronic data or any electronic files in any form.

Behr Bowers Architects, Inc. shall have no other obligation to distribute electronic media of any kind to any party for any reason or at any time. Behr Bowers Architects, Inc. shall have no liability for any delay or damage caused as a result of other parties not receiving electronic media from Behr Bowers Architects, Inc.

5.23. AGENCY FEES
The Client shall be responsible for the direct payment of all required agency fees including, but not limited to, entitlement processing fees, plan check fees, permit fees, etc. Behr Bowers Architects, Inc. shall have no responsibility whatsoever for the direct payment of any agency fees, and shall have no liability for any delay or damage caused as a result of non payment of fees directly by the Client.

5.24. SITE DESIGN
It is hereby acknowledged and agreed that Behr Bowers Architects, Inc. is not responsible in any way for site design, and that all site design shall be provided by a licensed civil engineer under contract directly with the Client. Said civil engineer shall be responsible for all aspects of site design including, but not limited to, grading, drainage, utilities, parking, site structures, and compliance with all federal, state and local codes and laws pertaining to handicapped accessibility including, but not limited to, CAC Title 24 and the Americans with Disabilities Act. The Client agrees to defend, indemnify and hold Behr Bowers Architects, Inc., its officers, directors, principals, employees, consultants, and sub consultants harmless for any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from any site design related issue.

5.25. MISCELLANEOUS

www.behrbowers.com
It is hereby acknowledged and agreed that this project is a speculative venture and involves financial risk on the part of the Client. Behr Browsers Architects, Inc. shall not be responsible for sharing in any financial losses incurred by the Client as part of this speculative venture, and the Client shall not withhold any payments due Behr Browsers Architects, Inc. for any said financial losses.

The offer for services as outlined in this Authorization for Professional Services is valid for thirty (30) days from the date executed by Behr Browsers Architects, Inc.

The person(s) who's signature(s) appear below acknowledge that they have the legal authority to contract, on behalf of the Client, for the services outlined in this Authorization for Professional Services. Should it be determined that the person(s) who's signature(s) appear below do not have the legal authority to contract for the services outlined in this Authorization for Professional Services, then the person(s) who's signature(s) appear below agree to be personally liable to Behr Browsers Architects, Inc. for all responsibilities required of the Client under this Authorization for Professional Services, including of payment of all fees and expenses due Behr Browsers Architects, Inc.

If the items as outlined in this Authorization for Professional Services meet with your approval, please sign and return one copy to me for our records. We can begin work at that time.

Approved and Accepted:

CLIENT:

By: ___________________________ Date: ___________________________

Printed Name: JOSEPH E. SULLIVAN Title: VICE PRES., BUSINESS SVCs

BEHR BROWSERS ARCHITECTS, INC.:

By: ___________________________ Date: 11 March 2008

Michael Browers, AIA
Executive Vice President

copy: Francisco Behr
Andrew Althaus
Rosanna Behr
November 21, 2007
(Revised March 12, 2008)

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Attention: Julie Hendricks

Subject: Repair of Damaged Areas of the Pedestrian Bridge
Santa Barbara City College Campus
Structural Engineering Services Proposal

Dear Julie:

John A Martin & Associates, Inc. (JAMA) is pleased to provide your office with the following proposal outlining our structural engineering services for the above-referenced project.

Project Description and Scope of Work
We have prepared this proposal for structural engineering services based upon our phone conversation on October 31, 2007 and our meeting with you on February 25, 2008. It is our understanding that the existing pedestrian bridge that was previously evaluated by our office will be repaired. It has been discussed with you that this repair work will be considered a maintenance project; therefore, a submittal to DSA or any other agency for obtaining a building permit will not be required. We will provide services as follows:

- We will visit the site one time to observe as-built conditions. We will perform our observation without removing or damaging elements of existing construction and without examination of concealed conditions. However, if any destructive and/or non-destructive inspection and/or testing of materials are required, such services will be performed by others. If we recommend the structure be exposed for examination at certain areas, then the demolition, testing and reconstruction of the affected areas are not included in our fee or scope of work. Our cursory review will be of the accessible and visible portions of the structure. Since conditions of construction may vary, our office will not speculate as to whether the concealed and un-inspected portions of the structure would be consistent with the observed portions. Our investigation will be limited due to limited access to all portions of the existing structure. Please note, a high reach boom and operator should be provided by others.

- We will provide structural engineering services as required for the repairs to the decayed areas of the existing wood framing as identified in the Timber Products Inspection report, dated January 18, 2007.

- Architectural services related to this project as outlined on the proposal prepared by Behr Browsers Architect Inc dated March 11, 2008, are also part of this proposal (attached for your reference).
- Our office will also provide structural engineering services as required for the repair of damaged areas of the existing bridge and lateral bracing for the existing utilities as identified in the JAMA Structural Review report dated March 12, 2007.

- Structural working drawings and calculations will be prepared in accordance with the governing code.

- During the Construction Phase we will provide up to two (2) site visits during the structural portion of the construction phase work to report our observations concerning the execution of the work related to drawings, specifications and/or directions pertaining to our services, and sufficient to comply with the governing agency’s requirements. Our visits to the site during the construction phase will be at intervals appropriate to the stage of construction, and will be solely to observe the progress and quality of the work completed by the contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the contractor’s work, but rather are to allow our office, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents prepared by our office. Based on these general observations, we shall keep the client informed about the progress of the work and shall endeavor to guard the client against deficiencies in the work. However, our office shall not (1) be responsible for the performance of the contractors or for their errors, acts and/or omissions or determining how the work is to be performed (supervise, direct or have control over the contractor’s work or assume any responsibility for any aspect performing the work) (2) have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor or for the contractor’s safety precautions or programs in connection with the work. We shall not be responsible for excavations and any erection methods and bracing. It should be noted that structural services resulting from corrections or revisions required because of deviations from the contract documents in construction by the contractor, or services necessitated by fire or other damage to construction are considered additional and will be invoiced accordingly. We do not guarantee the performance of the contractor and shall not be responsible for the contractor’s failure to perform in accordance with the contract documents or any applicable laws, codes, rules or regulations. We have also allocated time to review contractor’s submittals and requests for information as part of our scope of work. Our services associated with the review of applicable shop drawings will consist of marking up and returning a maximum of two (2) copies (additional copies in excess of two (2) when requested by your office will be considered additional services and invoiced accordingly). Although our basic scope of services does not include the review of reinforcing steel shop drawings, we will, however, provide sufficient information on our drawings for bar sizes and lengths such that the review of rebar shop drawings by our office will not be required.

**Qualifications**

Our office will perform these services in character, sequence and timing so that they will be coordinated with those of the other project consultants, and as expeditiously as is consistent with professional skill and care. We will provide these services in accordance with current, generally accepted professional structural practices, and it is understood that our office makes no warranties, either express or implied, as to the findings, design, recommendations, specifications or professional advice. Implementation of our findings, recommendations, and conclusions is not the responsibility of John A. Martin & Associates, Inc.

With regards to information prepared and provided by others, our office shall not be held responsible for the accuracy of such information or omission of pertinent information.
If it is requested that we assist you with opinions of probable construction cost or rough estimates of cost, please note that our opinions represent our best judgment as professionals generally familiar with the construction industry. However, we have no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing. Therefore, the opinions of probable construction costs or rough estimates of cost provided by our office are made on the basis of our qualifications and experience. Our office makes no warranty or representation, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, and/or that all items are included. Our opinions are only intended to serve as a guide from which you can develop a proposed budget for the scope of work.

**Structural Additional Services**

Additional services are defined as those which arise as a result of services not normally considered part of a standard structural scope of work during the design of a project, or those which are not necessary to the primary structural system and, therefore, are not generally part of basic services. It is recommended that the scope of the additional services requested and the subsequent fee be confirmed in written form and agreed to by the client prior to the work being performed. Additional services are identified separately and invoiced in accordance with our hourly billing rates outlined in this proposal. The following represent services outside of the normal and customary structural engineering scope; however, if requested by the client, we will either provide or obtain such services for an additional fee or fees:

- geologic or soils engineering, mold issues, sampling and testing materials, inspection services on site or off site, civil engineering, and/or land surveying
- architectural, (other than services outlined in the Behr Browsers Architects referenced above), mechanical or electrical engineering consulting services
- pre-manufactured trusses and stairs
- construction cost estimates (preparation of)
- plan check and construction permit fees, or obtaining building permit
- special computer investigations (such as dynamic analysis)
- preparation of as-built documentation

**Fee Data**

We propose to provide the services for a fixed fee of Twenty Eight Thousand Seven Hundred Dollars ($28,700.00).

Normal and customary reimbursable expenses are included in our fee, with the exception of expenses in connection with any authorized travel outside of the Southern California area (mileage, airfare, lodging, ground transportation, per diem allowances, etc.). We will invoice you once a month for our labor based upon percentage of completion.

If there are significant changes in the project’s scope of work outlined above, or any authorized additions/revisions/modifications are made to the project after preliminary approval, the fee above may be adjusted proportionately, as mutually agreed upon between your office and John A. Martin & Associates, Inc.

Billings to your office for our services accomplished will be made at appropriate progress points as the project is completed.

**Terms & Conditions**

The Standard Terms & Conditions governing this proposal are hereby attached, incorporated and made a part of this proposal. Scope clarifications as noted in this proposal take precedence over those noted in the Terms & Conditions. This proposal shall be considered the effective agreement for our performance
of structural engineering services, the scope of which is outlined above. If these terms are satisfactory, please indicate your acceptance of pages one (1) – eleven (11) by signing and returning one copy of this proposal to our office so that we may proceed with the work. This can be accomplished also by facsimiling a copy of this signed proposal to our office by dialing (661) 260-2649. This proposal shall be effective for a period of sixty days. Please feel free to contact our office for any additional information you may require pertinent to this project, and thank you for providing us with this opportunity.

In accordance with the Business & Professions Code §6749, you are hereby notified that John A. Martin & Associates, Inc. is a professional engineering firm whose responsibility it is to provide a written contract to the client when providing professional engineering services and to obtain an executed copy of this written contract prior to our office commencing the scope of work as outlined herein. Additionally, in accordance with Title 16, California Code of Regulations Section 463.5, you are hereby notified that the licensee signing this agreement on behalf of John A. Martin & Associates, Inc. is licensed by the State of California's Board for Professional Engineers and Land Surveyors.

Very truly yours,

JOHN A. MARTIN & ASSOCIATES, INC.

[Signature]
Richard J. Lawrence, S.E.
Project Manager

ACCEPTED BY:

By: ________________________________
    (Signature)

Name: JOSEPH E. SULLIVAN
    (Please Print)

Title: VICE PRES., BUSINESS SvCS

Date: ________________________________

The person signing this contract warrants that he/she has the authority to sign as, or on behalf of the client.

MDC/amt

Enclosure: Signature Copy of Proposal

Attachment: JAMA's Standard Terms & Conditions
Proposal from Behr Browsers Architects, dated March 11, 2008

Facsimiled & Sent To:
Julie Hendricks
Fax No. 805.966.4806
STANDARD TERMS & CONDITIONS

Standard of Care
All services of John A. Martin & Associates, Inc. (hereinafter called "Engineer") are professional services performed in a manner consistent with the degree of care and skill ordinarily exerted by reputable members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. Our work will meet the minimum requirements established by the relevant building codes in effect as of the date of submission to the building authorities and state-of-the-art engineering practices existing at the time of our design of the structure. No other warranty, expressed or implied, is made or intended by this Agreement or the findings, recommendations, professional advice or opinions, or the instruments of service provided thereby. Implementation of our findings, recommendations, and conclusions is not the responsibility of our office.

Instruments of Service
All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by our office for this Project are instruments of professional service solely for this Project and will remain the property of Engineer whether the Project is completed or not. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineer. In the event the Client or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Defects in Service
The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract, including subcontractors at any level. Failure by the Client and the Client's contractors to notify the Engineer shall relieve the Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Opinions of Probable Construction Cost
If Engineer is requested to assist with opinions of probable construction cost or rough estimates of cost, please note that our opinions represent our best judgment as professionals generally familiar with the construction industry. However, we have no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing. Therefore, the opinions of probable construction costs or rough estimates of cost provided by Engineer are made on the basis of Engineer's qualifications and experience. Engineer makes no warranty or representation, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, and/or that all items are included. Engineer's opinions are only intended to serve as a guide from which you can develop a proposed budget for the scope of work.

Code Compliance
The Engineer shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to the building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

Interpretation
Limitations on liability, waivers and indemnities in this agreement are business understandings between the parties and shall apply to all legal theories of recovery including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's sole or gross negligence or the Engineer's willful misconduct.

Dispute Resolution
In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Engineer agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties may agree to attempt resolution by submitting the matter to binding arbitration or rent-a-judge to obtain resolution of the dispute, as agreed to by, and with the consent of, both parties.
Confidentiality
Regarding confidentiality requirements if so requested by the Client, our office agrees to keep confidential any knowledge acquired by our office from such material, data, systems or information or otherwise through its engagement hereunder. This information shall not be used, published or divulged by our office in connection with any services rendered by our office to any other person, firm or corporation, in any advertising or promotion, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner/Client, which permission the Owner/Client may withhold in its sole discretion. Please note these provisions shall not apply to information in whatever form that comes into public domain, nor shall it restrict our office from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

Information Provided By Others
Engineer's work shall be based on information supplied to Engineer by Client or at Client's direction. Engineer shall be entitled to rely upon the accuracy and completeness thereof, and shall not be held responsible for the accuracy of such information or omission of pertinent information.

Third-Party Beneficiaries
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder.

Shop Drawing Review
Engineer shall review and take appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Submittals and shop drawings shall be submitted in hard copy only, and will be reviewed a maximum of two (2) different times (resubmission required because submittal was incomplete or incorrect). If more than two (2) reviews of submittals and shop drawings are required due to incompleteness, the cost associated with additional reviews will be considered an additional service and invoiced on a time-and-materials fee basis in accordance with our hourly rates as outlined in this proposal. Additional shop drawing services will consist of marking up and returning additional copies in excess of two (2) which will be considered additional services and invoiced accordingly. Although our basic scope of services does not include the review of reinforcing steel shop drawings, we will, however, provide sufficient information on our drawings for bar sizes and lengths such that the review of rebar shop drawings by our office will not be required. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with proper promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor, nor shall Engineer be required to review partial submissions or those for which submissions of correlated items have not been received.

Construction Observation
Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Engineer, in order to observe the progress and quality of the structural portion of the work completed by the Contractor. However, such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Engineer, as an experienced professional, to become generally familiar with the structural work in progress and to determine, in general, if the work is proceeding in accordance with the structural contract documents. Based on this general observation, the Engineer shall keep the Client informed about the progress of the work and shall endeavor to guard the Client against deficiencies in the work. Engineer shall not supervise, direct or have control over the Contractor's work including job safety precautions or programs, means or methods of performance, techniques, sequences or procedures, superintending of the work or timeliness in the performance of the work. Nor shall Engineer be responsible for any acts or omissions of the Contractor, subcontractors, any entity performing any portions of the work, or any agents or employees of any of them. Engineer will in no way be responsible for (1) how the Contractor's work is performed, job safety, methods of performance, superintending of the work or timeliness in the performance of his work, and (2) the contractor's site safety barricade, shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and bracing. It should be noted that structural services resulting from corrections or revisions required because of deviations from the contract documents in construction by the contractor, or services necessitated by fire or other damage to construction are considered additional and will be invoiced accordingly. Engineer may request to be named an additional insured on Contractor's All Risk Insurance Policy to ensure protection from any and all liability for any act of omission or commission on the part of the Contractor and/or any of the subcontractors.

Timeliness of Performance
Engineer acknowledges the importance to the Client of the Client's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule. The Client understands, however, that Engineer's performance must be governed by sound professional practices. Should Engineer discover that the schedule will not be met for any reason, Engineer shall so notify the Client as soon as practically possible. Engineer shall not be responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's
reasonable control occur, the Client agrees that Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement.

Extension of Protection
Engineer’s services in connection with this project shall not subject Engineer’s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and not withstanding anything to the contrary contained herein, the Client agrees that as the Client’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer as a California Corporation, and not against any of the Engineer’s individual employees, officers or directors. The Client additionally agrees that any and all limitations of the Engineer’s liability and indemnifications by the Client shall include and extend to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer’s officers, partners and employees and their heirs and assigns, as well as the Engineer’s subconsultants and their officers, employees, heirs and assigns.

Hazardous Materials
Please note that Engineer’s scope of services does not include any services related to asbestos, mold issues, hazardous or toxic materials. Hazardous/toxic materials shall include any and all hazardous or toxic waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each is defined in applicable federal statutes) and any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. In the event asbestos or hazardous or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may, at Engineer’s option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the jobsite is in full compliance with applicable laws and regulations. Engineer’s office shall not be responsible for any detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite.

Severability & Survival
Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect. Additionally, all limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

Agreements
This Proposal and the Standard Terms and Conditions set forth in this Proposal between John A. Martin & Associates, Inc. (JAMA) and the Client shall be the governing document to which JAMA shall adhere in its performance of structural engineering services for the Project. This Proposal and the Standard Terms and Conditions set forth in this Proposal shall take precedence over any other Agreements governing this project, including any and all Agreements existing between the Client and other parties. JAMA shall not be bound by any terms and conditions set forth in such Agreements except as specifically accepted in JAMA’s Proposal.

Project Suspension
If our services are suspended by the client in whole or in part for more than ninety calendar days, consecutive or in the aggregate, we shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension, together with reimbursable expenses. If the project is resumed after being suspended for more than ninety days, we shall be compensated for expenses incurred as a result of the suspension and resumption of our services, and our schedule and fees for the remainder of the project shall be equitably adjusted.

Termination of Services
In the event of termination of Engineer’s services as outlined in this proposal by either party, the Client shall within fifteen calendar days of termination pay Engineer for all services rendered and all reimbursable costs incurred by our office up to the date of termination. Fees for partially completed work shall be based on Engineer’s current hourly fee schedule. The agreement between our offices may be terminated by either party upon seven calendar days’ written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

Assignment
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Nothing contained in this paragraph, however, shall prevent our office from employing such independent consultants, associates, subcontractors and subconsultants as our office, in its sole discretion, may deem appropriate to assist in the performance of services hereunder.

Risk Allocation
In recognition of the relative risks and benefits of the project to both the Client and JAMA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JAMA’s total liability to the Client and to all other parties, inclusive of available insurance policy limits and indemnity, for any and all claims, losses, expenses, damages or claim expenses which may be awarded to the prevailing
party, arising out of JAMA’s services for the project from any cause of causes whatsoever, shall be limited to fifty thousand dollars or the amount of compensation paid to JAMA for all services in relation to this project, whichever is less. Client agrees to indemnify and hold harmless JAMA from and against all liability in excess of the monetary limit established above. This risk allocation clause shall take precedence over any other clauses in any other agreements governing this project.

Indemnification
Our office agrees to the fullest extent permitted by law, to indemnify and hold harmless the client against damages, liabilities and costs to the extent arising from the negligent acts of our office in the performance of professional services under this proposal, but only to the extent that we have been found to be responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility. We shall not be obligated to indemnify the client for the client’s own negligence or for anyone for whom the client is legally liable. If any indemnification provisions are imposed upon our office, such provisions shall not create, extend, or establish any greater rights, obligations or responsibilities than those presently existing under the laws of negligence of the State of California, and the applicability of such provisions shall be limited to the extent or proportion of our (1) responsibility for such damages and losses as determined on a comparative fault basis, and (2) available insurance policy limits recoverable for such damages and losses.

Electronic Data Interchange (EDI)
In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by our office, the client agrees that all such electronic files are instruments of service of John A. Martin & Associates, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project described herein. In no event shall John A. Martin & Associates, Inc. be liable for indirect or consequential damages as a result of the client’s use or reuse of the electronic files. The client agrees not to transfer these electronic files to others without the prior written consent of our office. The client further agrees to waive all claims against our office resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than our office. The client and John A. Martin & Associates, Inc. agree that any electronic files furnished by either party shall conform to the specifications agreed to by our offices. Any changes to the electronic specifications by either the client or our office are subject to review and acceptance by the other party. Additional services by our office made necessary by changes to the electronic file specifications shall be compensated for as additional services. Electronic files furnished by either party shall be subject to an acceptance period during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by our office and electronic files, the signed or sealed hard copy construction documents shall govern. In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless John A. Martin & Associates, Inc., its officers, directors, employees and subconsultants (collectively JAMA) against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any changes made by anyone other than our office or from any reuse of the electronic files without the prior written consent of our office. Under no circumstances shall delivery of electronic files for use by the client be deemed a sale by our office, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. The engineer believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the client will pay the appropriate fees and hold the engineer harmless from such claims.

Compensation
Compensation for engineering services shall be adequate to permit the proper fulfillment of the Engineer’s obligation to the Client and to the public. Although the engineering fee is a very small factor in the overall cost of the project, it is necessary that the Client allow for a sufficient fee to permit adequate time for study of the engineering conditions to provide the Client with a service of value. Invoices for service will be submitted at Engineer’s option upon completion of work, or periodically during the process of work, and payment of invoices shall be within 30 days of the invoice date. Payments shall not be withheld, postponed or made contingent on the construction, completion or success of the project, and no deductions, withholdings or offsets shall be made from the compensation for any reason. If payment is not made, interest will be due on the amount of the statement at the rate of 12% per annum, from the date of the invoice until the date of payment. It is further agreed that if suit is filed or informal proceedings are needed to obtain or enforce payment of the invoice, Client is to pay Engineer, in addition to the amount of invoice and interest thereon, all costs of collection including court costs, and such reasonable attorney’s fees as the court may fix or if collection is obtained without court action, then in the amount of fifteen (15) percent of the total amount due including interest. Engineer reserves the right to suspend all work on the project if payments become overdue.

Reimbursable Expenses
Normal and customary reimbursable expenses are included in our fee, with the exception of expenses in connection with any authorized travel outside of the Southern California area (mileage, airfare, lodging, ground transportation, per diem allowances, etc.).

Additional Services
The following only represent examples of additional services and may or may not be applicable to this project:
• design of sitework elements exterior to and non-contiguous with the building, such as site retaining walls, screen walls, signs, culverts, bridges, electrical power vaults, and other structural elements outside the building subgrade footprint
• design of individual landscape features and other elements (lighting poles, benches, fountains, pools, etc.) outside the subgrade building footprint
• design of the attachment of landscape features and other elements to the structure (our office will review the final designs prepared by others to determine the effects on the basic structure of attachments and loads)
• design and/or analysis of window wall or any new or existing exterior cladding or design of mansard roofs above the primary roof structure (we will design the new primary structure to support these items, but the design of such and their connections, including embedded items, and secondary steel structure required beyond the primary building structure, except as noted herein, is to be performed by others)
• services connected with the preparation of record documents (these documents will show significant structural changes made during construction, and are based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. Because these record documents are based on unverified information provided by other parties, which our office shall assume to be reliable, we cannot and do not warrant their accuracy)
• services in connection with additional copies of shop drawing mark-ups and returns (in excess of the two included in basic services) and/or review of rebar shop drawings
• as applicable to this project, services connected with current code compliance upgrading and/or seismic upgrading of existing structures, seismic analysis of existing structures, field measuring services and any documents relative to such services, and/or verification that documentation of existing structural conditions provided to our office properly reflect the existing conditions as we understand them to be
• providing services in connection with the Engineer’s utilization of a website, if project should require such services, in order to keep track of RFT’s, shop drawings, etc. during construction phase (including training time in the utilization of the website)
• computer plotting, providing printing in excess of progress prints for architect, preparation of specifications (other than draft specifications) and other documents not within the normal scope of basic services
• design or detailing of all necessary formwork and any scaffolding, shores, braces, etc., required for the temporary support of the building structure and components, soils or other existing structures and utilities during construction
• design or detailing of sheeting and shoring or underpinning for temporary or permanent support of excavation and/or adjacent structures or utilities
• pre-engineered systems and proprietary elements that are design and provided by manufacturers/fabricators (i.e. precast concrete floor panels, prefabricated unistrut metal framing, curtainwall systems, davit tieback systems, fall restraint systems, etc.)
• secondary structural members designed by others, window washing systems supports, antennas and flagpoles, supports or seismic bracing for mechanical/electrical/plumbing systems, mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment
• design of non-structural building components such as exterior facades, non-bearing walls, stairs, finishwork, ceilings, interior partitions, etc. However, we will assist the architect in providing structurally related design information.
• special dynamic or vibration analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment
• special physical model analyses, such as wind tunnel tests
• design of, and field observation of, load tests to determine capacity of structural systems or members
• filing application for and obtaining a building permit
• redesign services requested (a) to reduce construction cost where the reason for the excessive cost is outside the control of the structural engineer (b) for repair of defective construction (c) any changes to equipment size or location, and/or (d) to accommodate particular construction materials, methods or sequences
• nonlinear static-to-collapse analysis (two-dimensional pushover analysis)
• probable maximum loss study services
• structural design, detailing and/or drafting services in connection with any other improvements to the structure other than as outlined in this proposal
• opinions regarding current geotechnical conditions at the site
• lateral analysis due to reduction or addition of weight on the structure and/or supporting framework attached to the structure
• review of design drawings or specifications prepared by others to determine adequacy of anchorage of non-structural elements
• any analysis, details and/or calculations for seismic restraint or special anchorage of equipment
• expert witness testimony, if required
• detailed demolition sequencing, process, design and drawings for existing structures shall be performed by a demolition contractor/engineer (unless included specifically as part of the scope of services specified in our proposal)
• designing, detailing or specifying of non-structural elements (defined as those mechanical, electrical, and/or other components which have no direct bearing on the stability of the primary structural system other than by virtue of their mass)
• preparation of anchorages/bracing design and details for equipment or fixtures (including the preparation of structural seismic calculations associated with special anchorages) such as suspended ceilings, light fixtures, mechanical equipment, handrails, guardrails, interior/exterior signage, audio/visual equipment (i.e. ceiling mounted video projectors, etc.)
• responding to peer reviews performed by others not associated with the Building Department plan check process
• site visits in excess of those listed in proposal
• as applicable to this project, we are assuming the foundation system will consist of conventional shallow footings; however, if it is determined by the geotechnical engineer that unconventional deep foundations (i.e. piles, caissons, grade beams, and structural slabs) are required, we will gladly revise our proposal to include these additional design services
• reuse of this design for other locations which will require certain minor modifications for adaptation to localized conditions which will include, where required, foundation modifications, to account for site-specific factors such as soils related parameters, etc.,

If any of the following circumstances affect our services for the project, as defined in AIA Document C141, we shall be entitled to an appropriate adjustment in our schedule and compensation:

• work resulting from changes in scope or magnitude of the project as described and agreed to under this basic services agreement (size, quality, complexity, schedule or methods of bidding)
• change in the instructions or approvals that necessitate revisions in our Instruments of Service
• enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service
• the revision of our Instruments of Service, and provision of other services in connection with change orders and construction change directives
• services resulting from corrections, revisions or replacement of our work required due to deviations from the contract documents in construction by the contractor, or services necessitated by fire or other damage to construction
• preparation for attendance at public hearings, dispute resolution proceedings or legal proceedings except where we are a party thereto or attending owner-requested meetings other than those required for the design of the project
• evaluation of substitutions proposed after the award of the contract for construction
• preparation of design and documentation for alternate bids or proposal requests
• changes in the preliminary project information contained in the Agreement between Owner and Architect
• providing services after issuance of the final request for payment
• providing full-time on-site representation during construction administration phase (general reviews performed during the construction administration phase, as described in "Services To Be Provided", will be provided as a part of basic services; however, a full-time on-site structural representative, if required, will be considered an additional service)

The following represent services outside of the normal and customary structural engineering scope; however, if requested by the client, we will either provide or obtain such services for an additional fee or fees:

• geologic or soils engineering, mold issues, sampling and testing materials, inspection services on site or off site, civil engineering, and/or land surveying
• architectural, mechanical or electrical engineering consulting services
• pre-manufactured trusses and stairs
• construction cost estimates (preparation of)
• plan check and construction permit fees, or obtaining building permit
• special computer investigations (such as dynamic analysis)
• use of project management software during construction (i.e. Prolog, Buzzsaw, Projectlink, Constructware, etc.)

**Hourly Billing Rates**
The following information represents the hourly billing rates for structural engineering consultation, design and drafting services, as provided by John A. Martin & Associates, Inc. These rates reflect our compensation for providing the required services, in accordance with the scope of work as defined by the client, for the time actually spent in accomplishing the required tasks. Please note that these rates will be effective for a period of twelve months from the date of receipt by your office, at which time a revised rate schedule may be considered for negotiation. The specific categories and their billable rates, fully extended in accordance with the above, are as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$225.00</td>
</tr>
<tr>
<td>Project Director</td>
<td>$200.00</td>
</tr>
<tr>
<td>Project Manager/CADD Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$150.00</td>
</tr>
<tr>
<td>Structural Designer</td>
<td>$135.00</td>
</tr>
<tr>
<td>Drafter/Engineer</td>
<td>$115.00</td>
</tr>
<tr>
<td>Technical Support Staff</td>
<td>$  90.00</td>
</tr>
</tbody>
</table>

**Insurance Coverages**
JAMA is solely responsible for procuring and maintaining insurance for protection from claims under workers' compensation acts, negligence, claims for damages because of bodily injury including personal injury, sickness or disease or death of any employees or of any person other
than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders. John A. Martin & Associates, Inc. currently maintains the following coverages:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial Auto Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers Comp/Employers Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Excess/Umbrella Liability</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Insurance qualifications:

- Underlying coverages for the excess/umbrella liability insurance are limited solely to the commercial general liability, commercial auto liability, and employers liability insurance.
- Professional liability insurance is on a "claims-made" basis (not occurrence), and provides coverage for damages caused by the negligent performance of JAMA.
- Any and all costs and expenses including reasonable attorney's fees and costs are all to be considered as part of any compensatory award which shall not exceed available per claim or per occurrence policy limits.
- Insurance certificates (not policy copies) will be provided to the client upon request, and additional insured endorsements shall be on an ISO Form CG20331001, ISO Form CG20101185, or equivalent. Certificate wording shall be strictly limited by insurance company requirements, not contractual requirements.
- Thirty (30) days prior written notice will be given to our client solely in the event of cancellation, and ten (10) days notice will be provided for non-payment of premium. Changes/modifications to the policies/coverages are excluded from notification.
- All insurance carrier's governing rules and requirements will supersede any and all contractual requirements.
- All insurance coverages will automatically renew at the end of twelve (12) months ("the policy period"). There are no extension of coverage provisions.
- Non-insurable wording such as "certification", "guarantee", and/or "warranty" shall be replaced with "represents", "declares", and/or "states". There will be no warranty statements on the certificate of insurance.
- Blanket contractual liability will be provided under the commercial general liability policy; however, endorsement of such to cover indemnities specified in the contract is excluded.
- Waivers of subrogation will be provided to the client; however, any wording on such waivers will be in accordance with insurance carrier requirements as opposed to contractual requirements.

Qualifications:

- Our services will include the preparation of required structural drawings, calculations, and draft specifications, prepared in accordance with the governing code, and will include assistance with structural coordination between Architect, the Owner and Owner's representatives and the other consultants involved in the project.
- We will review the available soils and geotechnical information and may also request to be provided with investigations, surveys, studies, tests, analyses and/or reports, to be prepared and provided by others, as may be necessary for the proper execution of our services. It is understood that client will provide hard copies (in addition to electronic copies where applicable) of all estimates, specifications and drawings at all official issuances, including but not limited to, the completion of the various design phases including Programming, Concept, Schematic Design, Design Development and Construction Documents.
- The fee may be affected and adjusted proportionately, as mutually agreed upon between our offices, if there are significant changes in the structural design of the project after the design development phase, the project's square footage area, the project's construction cost or configuration data as cited under the scope of work outlined above, or any authorized additions/revisions/modifications made to the project after preliminary approval.

Titles
The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

Governing Law
This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

Authorization To Proceed
Authorization to proceed given by the Client shall be acceptance of all the above items. The person signing this contract warrants that he has the authority to sign as, or on behalf of, the Client.
March 12, 2008

Ms. Julie Hendricks, Facilities Director
c/o SANTA BARBARA CITY COLLEGE
721 Cliff Dr.
Santa Barbara, CA 93109

~PROPOSAL~

SITE: East Campus (SOMA Site)/721 Cliff Dr. /Santa Barbara, CA.

TASK: Provide supplemental Topography and Location Survey data for portions of the above stated site as reviewed with the office of KBZ Architects 3/10/08. Survey to include areas as outlined on site plan plots provided by KBZ Architects. Survey to be provided in hard copy plot and a digital file, Autocad.DWG format, as supplemental to 1992 Aerial Survey.

ESTIMATE: $6,500.00 - $8500.00

Above estimate is based upon the attached rate schedule and will be billed accordingly.

Please sign and return for work scheduling.

Party Responsible for Payment   date:

Prepared By: Joseph E. Waters, PLS

Current scheduling indicates initial field work to commence in the week of March 31st, sooner if possible.
SANTA BARBARA EASTER RELAYS

Memo of Understanding for 2008

WHEREAS, THE SANTA BARBARA JAYCEES, a California non-profit corporation, hereinafter referred to as "Jaycees," and the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," have in the past co-sponsored a track meet commonly known as the "SANTA BARBARA EASTER RELAYS," hereinafter referred to as "Relays," at La Playa Stadium, Santa Barbara, California; and

WHEREAS, the Jaycees and the District desire to continue a joint sponsorship of said Relays and conduct the Meet at La Playa Stadium, Santa Barbara City College, Santa Barbara, California; and

WHEREAS, the Jaycees are in a position to supply needed manpower and good will within the City of Santa Barbara; and

WHEREAS, the District is in a position to supply technical assistance, equipment, and overall supervision of the track meet and to furnish locker room and track and field facilities;

NOW, THEREFORE, the District and the Jaycees agree as follows:

1. During the effective period of this Agreement, the parties hereto will jointly sponsor the Relays to be held at the La Playa Stadium, Santa Barbara City College, Santa Barbara, California, on March 16, 21 and 22, 2008. Dates for the 2009 event will be requested, using a facility use permit, no later than December 1, 2008.

2. This Agreement is effective until May 15, 2008, but may be canceled by either party hereto without liability or offset to the other upon six (6) months’ notice in writing to the other party hereto.

3. Each party hereto will be entitled to equal representation upon the Santa Barbara Easter Relay Games Committee. This Committee shall plan, promote, arrange, and stage the Relays and be in direct control of all facets thereof. In order to facilitate continuity, the terms of each appointee to said Games Committee shall terminate May 15, 2008.

4. Net Profits, as hereinafter defined, from the Relays, if any, shall be placed in a reserve fund savings account under the joint control of the parties hereto and carried in the name of "Santa Barbara Easter Relays Reserve Fund." Said Reserve Fund shall be held to provide advance expense money for the Relays and to reimburse parties hereto for any losses suffered by them as a result of the liabilities assumed by this Agreement. Notwithstanding the foregoing, however, said Reserve Fund shall never exceed in amount at any time the sum of fifteen thousand dollars ($15,000), and any excess over said sum shall forthwith be divided equally among the Jaycees and the District.

5. For the purpose of this Agreement, "net profits" shall be defined as follows: Total gross receipts obtained either directly or indirectly from the holding of said Relays, including, but not by way of limitation, entry fees, all gate receipts, reserve seat sales, grandstand sales, and program sales or commissions, less all actual expenses of holding said Relays, including all Federal, State, and local taxes, if any. The “actual expenses” shall include such items of expense as shall be determined by the Finance Committee. This Committee shall be composed of one representative from each party hereto and a third member mutually acceptable to both parties.
This Committee shall also terminate its authority on May 15, 2008. The above-noted expenses shall be submitted to this Committee no more than thirty (30) days after the date of the Relays.

6. It is hereby agreed that, in the event the said Relays fail to make a net profit as hereinabove defined, the losses shall first be paid from the aforementioned Reserve Fund, if any. To the extent said Reserve Fund is unable to cover said losses, the parties hereto agree to share said losses equally.

7. All funds collected in conjunction with staging of the Relays shall be deposited in the Santa Barbara Easter Relays account in a bank selected by the Games Committee within one (1) week after each annual Relays. All expenses from each Relays shall be paid from said account to the extent thereof as approved by the Finance Committee, provided, however, that each check drawn upon said account shall bear at least two signatures, one of which is that of a Jaycee representative and one of a District representative. In addition, no representative and/or agent of either party hereto shall in any way obligate or otherwise incur an indebtedness exceeding one hundred dollars ($100) without the prior approval of the Finance Committee.

8. It is specifically noted that “District” will be the sole vendor of all food and beverage products sold at the Easter Relays. “District” will have sole responsibility for establishing menu offerings and product prices. All profits and losses from such vending will be the sole property of “District”. For 2008 Event, it is noted that “District” will permit “Relays” to operate two additional vending areas – one for ice cream and one for beverages – at locations designated by “Relays”. Any profits or losses from these two additional vending areas will be the sole property of “Relays”.

9. The District agrees as follows:

   a. To be responsible for the supervision and management of the Santa Barbara Easter Relays and insure that the Meet complies with the rules and regulations of the California Commission on Athletics, California Interscholastic Federation (CIF), National Collegiate Athletic Association (NCAA) and USA Track & Field (USATF).

   b. To take reasonable steps to see that sufficient entries are obtained to hold a reasonable Relays.

   c. To arrange for all personnel actually necessary to handle specific races, including, but not limited to, starters, timers, judges and officials.

   d. To be responsible for pre-Relay and Relays day planning and functions.

   e. To secure a broad form, comprehensive coverage policy of public liability insurance (combined single limit bodily injury and property damage insurance) naming the District and Jaycees as insured against loss or liability caused by or connected with the operation of the Meet and the actions or failures to act in connection with the Relays in an amount of not less than one million dollars ($1,000,000) per occurrence.

   f. Provide locker room and track and field facilities.

10. The Jaycees agree as follows:

    a. To supply such labor as may be necessary for the ticket sellers and ticket takers.

    b. To provide manpower for use by the Games Committee for promotion of the Relays.
c. To secure a broad form, comprehensive coverage policy of public liability insurance (combined single limited bodily injury and property damage insurance) naming the District and Jaycees and the Santa Barbara Easter Relays, Games Committee, as insured's against loss or liability caused by or connected with the operation of the Meet and the actions or failures to act in connection with the Meet in an amount of not less than one million dollars ($1,000,000) per occurrence.

11. In addition to the duties of the Games Committee as set forth in Paragraph 3 hereinabove, the Games Committee shall be responsible for submitting proper accounts to the parties hereto concerning the profits and/or losses of each Relay within forty-five (45) days of the staging thereof.

12. Should any party hereto terminate the within Agreement prior to the first day of May 2008, said terminating party will automatically relinquish any claim it has to funds then deposited in the Reserve Account, and the said Reserve Account will become the sole property of the non-terminating party provided, however, that if said non-terminating party does not, either individually or in conjunction with a co-sponsoring individual, association, or corporation, stage a Santa Barbara Relays within twelve (12) months of said termination, then said Reserve Fund is to be divided equally between and distributed to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document on the 5th day of March, 2008.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: 

Vice President, Business Services

SANTA BARBARA JAYCEES,
A California non-profit corporation

By: 

[Signature] 

(Title) 3/11/08 [handwritten date]

By: 

[Signature] 

(Title) [handwritten title]

[Contracts: Easter Relays]
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
FACILITY USE AGREEMENT

This Facility Use Agreement (hereinafter "Agreement") is an addendum to Use of Facilities Request form # ________, made and entered into this 3rd day of March 2008 by and between Santa Barbara Community College District (hereinafter "District") and Santa Barbara Prohoops, LLC, (hereinafter "Occupant").

Witnesseth:

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. PREMISES: Subject to the terms and conditions of the Agreement, District hereby grants to the Occupant the right to use and occupy following designated space(s) only at Santa Barbara City College as shown in Exhibit A.

<table>
<thead>
<tr>
<th>Space</th>
<th>Date(s)</th>
<th>Date(s)</th>
<th>Rate</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports Pavilion – basketball floor, bleachers, scoreboard, shot clock, sound system and men's locker room (locker rooms and meeting rooms)</td>
<td>Fri April 11</td>
<td>Sat April 12</td>
<td>*Gym rental @ $216</td>
<td>4 hrs = $864</td>
</tr>
<tr>
<td></td>
<td>Sat April 19</td>
<td>Sat April 26</td>
<td>*Utilities @ $26</td>
<td>4 hrs = $104</td>
</tr>
<tr>
<td></td>
<td>Sat May 3</td>
<td>Fri May 9</td>
<td>*Set-up/take-down @ $30/hr</td>
<td>4 hrs = $120</td>
</tr>
<tr>
<td></td>
<td>Sat May 10</td>
<td>Fri May 30</td>
<td>*Custodial @ $20/hr</td>
<td>8 hrs = $160</td>
</tr>
<tr>
<td></td>
<td>Sat May 31</td>
<td>Sat June 7</td>
<td>*Event Coordinator @ $20</td>
<td>7.5 hrs = $150</td>
</tr>
<tr>
<td></td>
<td>Sun June 15</td>
<td>Fri June 20</td>
<td>*Locker rooms @ $24</td>
<td>6 hrs = $120</td>
</tr>
<tr>
<td></td>
<td>Sat June 21</td>
<td>13 dates all in 2008</td>
<td></td>
<td>2 = $48</td>
</tr>
<tr>
<td>Totals</td>
<td>13 dates</td>
<td></td>
<td>$1,446 Fri</td>
<td>$18,528</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,416 Sat/Sun</td>
<td></td>
</tr>
</tbody>
</table>

Occupant accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by District as to the condition or as to the use of which may be made thereof.

2. USE OF PREMISES: Occupant shall use the Premises solely for the purposes of Occupant basketball games (one game per date) (the "EVENT") and one "shoot around" before Sat event, limited to 11:00 am to 12:00 noon. District shall also provide any equipment and/or services set forth under section 4 (d).

3. TERM OF THE AGREEMENT: The term of the Agreement shall begin on April 11, 2008, at 5:30 pm and shall terminate on June 21, 2008, at 9:30 pm. Each of the thirteen (13) events shall be no more than 4 hours in duration, from 5:30 pm to 9:30 pm. Both parties agree that "set-up" by vendors/subcontractors of Occupant must be monitored and must not impact use of Pavilion floor or access to any part of Pavilion. Either party may cancel this Agreement for any reason, provided that the
other party receives written notice of cancellation not less than 120 days prior to the day the Term of the Agreement begins. District may immediately cancel this Agreement for cause without any liability to Occupant and without any right in the Occupant to cure or correct a breach by Occupant of any of the following covenants of the Agreement:

a. Failure to pay the balance of the rent due within the time required by section 4b of this Agreement;

b. Failure to provide a floor plan diagram within the time required by section 6e of this agreement;

c. Failure to provide an acceptable security plan and copy of an executed contract for security services within the time required by section 9 of this agreement;

d. Failure to provide a certificate of insurance in such amounts of coverage and in a form acceptable to the District with the time required by section 11 of this agreement;

e. Failure of vendors/sub contractors of Occupant to conform to "Event duration" specified by section 3 and 9a. 9b. of this agreement.

4. FEES. All sums of money which become payable to Vaquero Athletic Trust under the terms hereof, shall be payable at Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA. 93109-2394. Occupant shall pay the following fees, without further notice or demand:

a. Rent. Occupant shall pay the sum of $1,446 per Friday date and $1,416 per Saturday date as the rental fee for the use of the Premises.

b. Confirmation Deposit. Upon execution of this Agreement, Occupant shall pay the amount of $6,176 of the total rental fee ($18,528 total rental fee) as a deposit. This deposit shall be credited toward the rental fee and is non-refundable upon cancellation of the Event by the Occupant for any reason and by the District for cause. The balance of the rental fee is due as follows: $6,176 on May 1, 2008, and $6,176 on June 1, 2008.

c. Damage/Cleaning Deposit. Occupant shall pay, no later than n/a days prior to the day the term of this agreement begins, the sum of $0 as a damage/cleaning deposit. The District may deduct the cost of any such damage and/or cleaning from the deposit. The remainder of the deposit shall be returned to occupant. Occupant shall be liable for the costs of any damage to sound system, scoreboard, shot clock, Pavilion floor and/or cleaning that exceeds quoted time and materials.

d. Equipment/Services. Occupant shall pay for the use of equipment and services in accordance with Exhibit A. Cost for the use of said equipment is included in the "rental fee" of $1,446 per Friday date and $1,416 per Saturday date.

5. RIGHTS OF DISTRICT. The District reserves the right to control and enforce all rules, regulations and policies for the management and operations of the Premises, now or hereafter in effect.

6. OBLIGATION OF THE OCCUPANT.

a. Set-Up and Removal. Occupant shall set up all of its property on the day of each "Event" but not before 1:00 pm. Occupant must remove all of its property by 1:30 am on the Sunday morning following Event(s) except for the game of June 15, 2008, when property must be removed by 1:30 am on June 16, 2008. District has the authority to remove and dispose of occupant's property that is not removed from the Premises at the termination of this
Agreement, and Occupant agrees to pay the cost incurred by District in connection with such removal and disposal.

b. Decorations. Occupant may use decorations for the event. Decorations must be of flameproof and/or fire resistant material in compliance with fire safety codes. Occupant shall be solely responsible for the clean-up and removal of decorations by 1:30 am on the Sunday immediately following each Event. Occupant shall not use glitter or confetti in any form. Stick-on decals or similar adhesive-backed promotional items may not be distributed or used on the Premises except for one decal on the Pavillion floor.

c. Floor Plan Diagram. Occupant shall provide the District with a floor plan diagram of the event at least 30 days prior to the day of the first Event, including any special platforms, staging or other structures.

d. Fixtures. Occupant shall not move or relocate District property, including but not limited to furniture, equipment, artwork or decorative plants, without prior approval of the District.

e. Passageways. Occupant shall not obstruct any portion of the sidewalks, ramps, entryways, corridors, vestibules, lobbies, elevators, doorways, stairways, driveways, fire hose cabinets, access to or the admittance of electrical, emergency or natural lighting, or access to utilities at the Premises.

f. Hazardous Materials. Occupant shall not allow any flammable liquids, fuels, oils, engines, motors, machinery or smoking materials to be brought onto the Premises without the prior written consent of the District.

7. **Capacity.** Occupant shall not exceed the occupant capacity of the facility as established by the fire department.

8. **Food, Beverage and Catering.** District reserves the right to provide concessions for each of the thirteen (13) games. 48-hour notice will be given by District to Occupant if District does not intend to provide concessions for any game.

9. **Miscellaneous Services.** Occupant may contract separately for services other than food or beverage service, including but not limited to deliveries, loading, advertising, security, decorating, audio/visual equipment rental, floral arrangement, photography, event planners, etc. Occupant to provide own game management — including gate, scorebook, clock operators, etc. Occupant to provide own security, satisfactory to District, at expense of Occupant, if deemed necessary by District.

9a. No subcontractor/vendor contracted by the Occupant may occupy the Premises prior to 1:00 pm on any Event day, and only then with the agreed-upon limitations.

9b. Sub-contractors/vendors must have take-down/clean-up completed no more than four (4) hours following the end of any Event except for a Friday event when a Saturday event follows.

10. **Insurance.** The Occupant, at Occupant’s own expense, shall maintain in full force and effect during the term of this agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the District with limits of coverage in the amount of one million dollars ($1,000,000). Such insurance shall provide that the District is named as additional insured and that the District is notified no less than thirty (30) days in advance of cancellation for any reason. A certificate of policy which states that the failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to the
District. Occupant shall furnish the District with a copy of a Certificate of Insurance or other evidence of Occupant’s compliance with the provisions of this section at least 30 days prior to the day of Term of the Agreement begins.

11. SMOKING & ALCOHOLIC BEVERAGE RESTRICTIONS. Smoking is prohibited in all areas of the Premises. Possession or consumption of alcoholic beverages is prohibited on College property. Occupant shall assume specific responsibility for enforcing this no smoking/no alcohol policy at all times during the Term of the Agreement.

12. LICENSING AND TAXES. The Occupant is solely responsible for compliance with all state and local laws in obtaining the proper business registration and license requirements and for the payment of such state and local taxes, license fees and other obligation of whatever nature which are related to its use of the Premises.

13. SIGNS. Occupant shall not place, nor have placed, any sign on or about the Premises without the prior consent of the District. Upon expiration of the terms of this Agreement, Occupant shall remove any and all of such signs and shall repair any damage to the Premises and adjacent grounds caused thereby at Occupant’s expense.

14. SECURITY. Occupant shall provide security satisfactory to the District for each Event. Occupant states that an agreement shall be in place between Occupant and the Santa Barbara Police Department for each Event.

15. INDEMNIFICATION. Occupant shall indemnify, hold harmless and defend the District from all losses, damages, costs (including payment of all attorney’s fees), claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Occupant’s use of the Premises under this agreement as well as that of Occupant’s employees, agents, representative, guests and invitees.

16. NOTICE. All notices required to be given under this Agreement shall be in writing and shall be served by personal delivery or by mail, postage prepaid, addressed to the applicable party at the address indicated below, or at such other address as may be designated by either party in written notice to the other party:

To District: Administrative Services
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA. 93109

To Occupant: Mr. Curtis H. Pickering
Santa Barbara Prohoops, LLC
1187 Coast Village Rd. Ste. 177
Santa Barbara, CA 93108

17. OPTIONS. The District reserves the right to offer the Occupant a similar length of time to produce a similar event in future years provided, however, that such offering is not exclusive. Occupant reserves the right to meet with the District no earlier than, nor later than, October 10, 2008, to discuss a renewal of this contract for the season of 2009.

18. SEVERABILITY. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the
validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

19. APPLICABLE LAW. Occupant shall abide by all applicable federal and California State laws and regulations and all Santa Barbara County and Santa Barbara City Ordinances.

20. ASSIGNMENT. Occupant shall not transfer, assign, or sublet, in whole or in part its right and obligations under this Agreement without prior consent of the District.

21. NO WAIVER. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

22. AMENDMENT. This Agreement shall not be altered, changed or amended except by an amendment in writing executed by the parties hereto.

23. BINDING EFFECT. This Agreement shall be binding on the parties hereto and their respective successors and assignees and is specifically enforceable.

24. FORCE MAJEURE. District shall have no liability to Occupant, and Occupant shall have no claim or action against the District, therefore, because of District's failure to perform any of its obligations in the Agreement, if the failure is due to reasons beyond District's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, terrorism, civil insurrection, accidents, acts of God or governmental authorities in connection with a nation, state or local emergency. In such event, Occupant's sole remedy shall be limited to cancellation of this Use Agreement and the return of the rental fee, confirmation deposit, and damage/cleaning deposit actually paid for use/time not received.

25. NON-DISCRIMINATION, AMERICANS WITH DISABILITIES. Occupant shall not unlawfully discriminate in the admission of any person to the Event, upon the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, or citizenship status. Occupant shall be responsible for non-permanent accessibility requirements under the Americans with Disabilities Act and regulations thereunder, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility accessibility.

26. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between District and Occupant, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein.

In Witness Whereof, the parties have executed this Facility Use Agreement as of the date first written above.

**District: Santa Barbara Community College District:**

By Joseph E. Sullivan; Vice President, Business Services     Date
Occupant: Santa Barbara Prohoops, LLC:

By ____________________________ Date ____________________________

Print Name ____________________________

Title ____________________________

Exhibit A:

Use of the Sports Pavilion during the period includes:

1. Pavilion gym floor.
2. Bleachers, both sides.
4. Shot clock.
5. Men's locker rooms and meeting room(s)
6. Use of installed sound system.
Microsoft IT Academy Program ("Program") Member Agreement
Microsoft and Member (both terms as defined below in Section 1) agree to the following terms and conditions:

1. Definitions. The following words and phrases capitalized in these terms and conditions shall have the meanings as provided here --

a. Microsoft means the Microsoft business entity that is providing Notification of Acceptance and sponsoring the Program for the particular region of the Member
   For United States of America (USA) -- Microsoft Corporation
   For Canada (Canada) -- Microsoft Corporation
   For Latin America and the Caribbean (LATAM) -- Microsoft Corporation
   For United Kingdom (UK) -- Microsoft Ireland Operations Limited
   For Germany (Germany) -- Microsoft Ireland Operations Limited
   For France (France) -- Microsoft Ireland Operations Limited
   For Eastern Europe (EE) -- Microsoft Ireland Operations Limited
   For Western Europe (WE) -- Microsoft Ireland Operations Limited
   For Middle East and Africa (MEA) -- Microsoft Ireland Operations Limited
   For Japan (Japan) -- Microsoft Operations Pte Ltd.
   For India (India) -- Microsoft Operations Pte Ltd.
   For China (China) -- Microsoft Operations Pte Ltd.
   For Asia/Pacific including Australia and New Zealand (APAC) -- Microsoft Operations Pte Ltd.

b. Member means the organization applying for a subscription membership to the Program. The Member may also be referred to in conjunction with the applicable regional designation of the Microsoft entity that is a party to this Agreement such as Member-USA, Member-Canada, Member-LATAM, Member-UK, Member-Germany, Member-France, Member–EE, Member–WE, Member–MEA, Member-Japan, Member-India, Member-China and Member–APAC.

c. Agreement means the Program subscription membership agreement for Member consisting of, in order of precedence in cases of conflict, these terms and conditions and the Benefits Guide.

d. Benefits Guide means the Microsoft IT Academy Benefits Guide available online at http://www.microsoftitacademy.com that applies to Member’s country/region. See Section 7 below regarding updates.

e. Program Benefits mean those products and services provided as program benefits described in the Benefits Guide.

f. Microsoft Training Materials (MTM) means those products including course materials and e-learning made available through the Program Benefits.

g. Affiliate means any entity that directly or indirectly, the party controls, which controls the party, or which is under common Control with the party. “Control” and “Controlled” mean the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise.

i. Term means the period from the date of acceptance to the date of termination. The date of termination is based on the membership subscription cycle as described in the Benefits Guide. The applicable membership subscription cycle is determined by the date of acceptance. This Agreement will not take effect until Microsoft has provided a Notification of Acceptance to Member. Processing of the applicable subscription fee does not constitute acceptance.

j. Program Customer Support Email Address means the email address for the applicable Microsoft Regional Customer Service Center as provided at http://www.microsoftitacademy.com.

k. Jurisdiction Defined is as defined in Section 12 based on the applicable country/region for the Member.

2. Subscription and Payment. Once the Term has started, Member will be entitled to receive the Program Benefits subject to the respective terms and conditions (and, if applicable, ordering fees) of the Program Benefits and this Agreement. The applicable subscription fee must be received by Microsoft within thirty (30) calendar days of the Member’s Notification of Acceptance else Microsoft shall have the right to terminate under Section 9. Member acknowledges that Microsoft trademarks are and will continue to be owned by Microsoft, and nothing in this Agreement shall be construed either as a transfer of such trademarks or as an authorization to use them beyond what is strictly agreed upon in Benefits Guide including the Program Benefits.
3. **Relationship, Affiliates, Successors and Assigns.** Nothing in this Agreement will be deemed to create or constitute a partnership, joint venture, franchise, agency, or contract of employment between Microsoft and Member, or to otherwise grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Member is not permitted to extend this Agreement to any of Member’s Affiliates. Member may not assign Member’s rights or obligations under this Agreement by contract, merger, operation of law or otherwise, without prior written consent from Microsoft.

4. **Compliance Verification.** During the Term and for one year thereafter and subject to applicable privacy laws, Microsoft and/or its designated representatives shall have full access to the Member’s pertinent books and records and shall have the right to make copies of such materials as is reasonable to verify Member’s compliance with this Agreement, including without limitation all reporting and payment requirements hereunder. Microsoft shall conduct such audits from time to time as Microsoft deems necessary, but only during Member’s normal business hours after reasonable notice and in a manner that does not interfere unreasonably with Member’s business activities. Additionally, during the Term, Microsoft and/or its designated representative may audit all training on Microsoft products that Member offers as a Program member. Audits may include a formal written critique of Member’s product knowledge and delivery skills, and/or a review of the equipment and facilities. If Microsoft determines, in its reasonable judgment, that such training is not being delivered in a professional manner, Member is not providing an effective learning environment and/or experience, or that facilities and equipment are not sufficient for quality training to occur, Microsoft shall immediately notify Member in writing. If the defect is not cured within thirty (30) calendar days, Microsoft may terminate this Agreement in accordance with Section 9.

5. **No Warranties.** EXCEPT FOR ANY LIMITED WARRANTIES EXPRESSLY PROVIDED THROUGH A PROGRAM BENEFIT OR IDENTIFIED EXPRESSLY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT PROVIDES THE PROGRAM BENEFITS “AS IS” AND “AS AVAILABLE” AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Exclusion of Certain Damages & Limitation of Liability.** To the maximum extent permitted by applicable law, neither party nor any of their Affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, loss of business information) arising in connection with this Agreement even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party’s liability to the other for violation of the other for violation of the other party’s intellectual property rights.

Except as specifically provided in this paragraph, whatever the legal basis of Member’s claims, the entire liability of Microsoft under this Agreement shall be limited, to the maximum extent permitted by applicable law, to the greater of the fees paid by member for the subscription for the applicable term or the fees paid by Member for the MTM that causes the damage. The limitations in this paragraph will not apply with respect to the following in connection with this Agreement:

(i) The obligations of Microsoft, as may be provided in the terms and conditions of the Program Benefits for infringement defense and to pay damages resulting from any final adjudication (or settlement to which Microsoft consents of such claims, and
(ii) Microsoft’s liability for damages for gross negligence or willful misconduct, to the extent caused by Microsoft or Microsoft’s agent and awarded by a court of final adjudication.

7. **Amendment, Waiver and Modification.** No amendment or waiver of or to this Agreement shall have effect unless reduced in writing and signed by both parties. Nevertheless, Microsoft reserves the right to unilaterally modify the Benefits Guide. Any changes to the Benefits Guide shall take effect within thirty (30) calendar days of issuance or of notice by Microsoft of issuance, whichever is later.

8. **Notice.** Notices in connection with this Agreement must be sent by mail/post, express courier or email (other than for service of process) to the points of contact information found at Member’s Organization Profile.
Notifications to Microsoft must be made to Program Customer Support Email Address. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier or email confirmation of delivery.

9. Termination and Expiration. The start of the Term terminates any prior Program membership agreement. Member may terminate this Agreement at any time, without cause, on the delivery of thirty (30) calendar days’ prior written notice. Neither party will be responsible to the other for any refunds, costs or damages resulting from the termination of this Agreement. Without prejudice to any of Microsoft’s other legal or equitable rights or remedies, Microsoft will have the right to terminate this Agreement immediately upon written notice if Member materially breaches this Agreement or if Member fails to remedy within 30 calendar days any breach Microsoft calls upon Member to remedy. Microsoft shall have the right to terminate this Agreement immediately if Member makes any assignment for the benefit of creditors, files a petition in bankruptcy or reorganization, or are adjudged bankrupt or becomes insolvent, or are placed in the hands of a receiver, or the equivalent of any of these proceedings or acts. Section 4 through Section 12 will survive any termination or expiration. Notification of early termination to Microsoft must be made in writing to Program Customer Support Email Address. Upon expiration or termination of this Agreement, Members enjoyment of any Program Benefits shall cease including the right to identify itself as a Program member and any rights limited to the Term of this Agreement.

10. Export Laws. The software is subject to United States of America export laws and regulations. Member must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

11. Jurisdiction and Laws. This Agreement shall be governed by and construed in accordance with the laws of the Jurisdiction Defined, without regard to the conflict of laws provisions thereof. The parties hereby consent to jurisdiction of the courts of the Jurisdiction Defined in the event of any dispute or controversy relating to this Agreement. This choice of jurisdiction, dispute resolution method and venue stated below does not prevent either party from seeking injunctive relief for: (i) a violation of intellectual property rights or (ii) enforcement or recognition of any award or order in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Member shall ensure that its performance under this Agreement complies with any and all applicable laws and regulations. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable, the remaining provisions will remain in full force and effect.

12. Country/Region-Specific Terms and Conditions. The following country/region-specific terms and conditions shall apply to Member as appropriate based on the “Member” definition and based on the country/region Microsoft has “on record” under the Program for Member’s principal place of business:

<table>
<thead>
<tr>
<th>for Members-USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jurisdiction Defined means the State of Washington, or, if Member is an entity of a state (including the District of Columbia) or local government including public educational institutions, the state (including the District of Columbia) in which Member is organized or formed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>for Members-EU, AUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. The definition of “Agreement” in Section 1(c) above also includes the Notice of Acceptance which shall have the lowest precedence in cases of conflict.</td>
</tr>
<tr>
<td>b. Member further represents and warrants that Member: (i) has full internet access; (ii) acknowledges and agrees that Microsoft Training Materials (MTM) are in English and therefore required English speaking resources and even translation is needed; (iii) MTM require localization for the jurisdiction where member is located; and (iv) All MTM are delivered to Member under DDU terms (INCOTERMS 2000) port of arrival in Members county. Member shall be exclusive responsible to pay all costs and related procedures, including customs and import duties, as well as any cost of freight, transport and mobilization.</td>
</tr>
</tbody>
</table>
d. If the Member meets the “public sector entity” definition described in the volume licensing Microsoft Government Eligibility Definition (LATAM), the Agreement shall be governed by the laws and jurisdiction of the State where the Member is located.

For Members - UK, Germany, France, E.E. W.I., and MNA:

a. The applicable legislation implementing Article 6 of the European Community’s Directive for the Legal Protection of Computer Programmes, OJL 122/42 (17 May 1991) (the “Directive”) may provide Member the right to decompile the Software in order to obtain information necessary to achieve the interoperability of an independently created computer programme, prior to exercising any such possible rights under the Directive Member agrees to (i) first notify Microsoft of Member’s good faith belief that information necessary to achieve the interoperability of an independently created computer programme is not otherwise available and that decompilation is indispensable within the meaning of the Directive; and (ii) provide Microsoft with a commercially reasonable amount of time to respond to Member regarding the foregoing assertions.

b. Jurisdiction Defined means the Republic of Ireland.

For Members - Japan:

Jurisdiction Defined means this Agreement will be construed and controlled by the laws of Japan, and Member-APAC consents to exclusive jurisdiction in the Tokyo District Court.

For Members - India:

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere.

For Members - China:

If Member located in People’s Republic of China (excludes for the purposes of this Agreement Hong Kong S.A.R., Macao A.R., and Taiwan) —

Jurisdiction Defined means this Agreement will be construed and controlled by the laws of the People’s Republic of China, and Member-APAC consents to submit any dispute arising out of or in relation to this Agreement to the binding arbitration at the China International Economic and Trade Arbitration Commission in Beijing (CIETAC) under its rules in effect from time to time.

If Member is located in Hong Kong SAR —

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Hong Kong SAR or elsewhere.

For Members - APAC:

Unless otherwise specified below, Jurisdiction Defined means the United States of America’s State of Washington.
If Member is located in **Australia** or its external territories --

a. **Consumer Remedies.** Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights or remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state and territory laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the option of Microsoft, in the case of goods to either (i) replacement of the goods or (ii) correction of defects in the goods, and in the case of services to either (i) resupply of the services or (ii) the cost of the resupply of the services.

b. **GST.** If any GST is payable by Microsoft to Australian tax authorities on any supplies made under this Agreement, an amount on account of this GST will also be payable by Member to Microsoft on receipt of an appropriate invoice.

c. **Jurisdiction Defined** means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in **Brunei** --

**Jurisdiction Defined** means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in **Indonesia** --

a. To the extent necessary to implement the termination provisions of this Agreement, each of the parties waives any right or obligation that the other party may have now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision or judgment of any court to terminate this Agreement.

b. **Jurisdiction Defined** means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Indonesia or elsewhere.

If Member is located in **Republic of Korea** --

**Jurisdiction Defined** means this Agreement will be construed and controlled by the laws of Republic of Korea, and Member-APAC’s consents to exclusive original jurisdiction and venue in the Seoul District Court.

If Member is located in **Macao Special Administrative Region** --

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Macao SAR or elsewhere. The appointing authority shall be Hong Kong International Arbitration Centre (HKIAC). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. The language of the arbitration shall be English. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCITRAL Arbitration Rules as are therein contained. This choice of dispute resolution and/or jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

If Member is located in **Malaysia** --

a. **Consumer Remedies.** Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights or remedies pursuant to the Consumer
Protection Act in Malaysia in respect of which liability cannot be excluded or restricted. If permitted by law and to the maximum extent permitted by law, such liability is limited, at the option of Microsoft, in the case of goods to either (i) replacement of the goods or (ii) correction of defects in the goods, and in the case of services to either (i) re-supply of the services or (ii) the cost of the re-supply of the services.

b. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in New Zealand --

a. Member confirms that the Program Benefits and other goods or services provided by under this Agreement are acquired for the purposes of an undertaking in the course of which goods or services are acquired or supplied, and Member agrees that (to the maximum extent permitted by law) Microsoft and its Affiliates have no liability or obligation to Member under any statutory condition, warranty or guarantee.

b. Business. Where Microsoft is a supplier (as that term is defined in the Consumer Guarantees Act 1993 ("CGA")) of the products or other goods or services, Member confirms that the products or other goods or services provided by Microsoft under this Agreement are acquired for the purposes of a business (as that term is defined in the CGA) and Member agrees that the CGA does not apply to the products or other goods or services supplied by Microsoft.

c. Consumers. Subject to this sub-section, nothing in this Agreement is otherwise intended to limit the rights of a "consumer" under the CGA where that Act applies, and the terms of this Agreement are to be modified to the extent necessary to give effect to this intention.

d. On-Supply. If Member on-supplies any products or goods or services supplied by Microsoft under this Agreement to any person Member must include the following clause in the terms of all agreements for the on-supply of products: "Where you are acquiring products or services for the purposes of a business, you acknowledge and agree that Microsoft Corporation and its affiliates have no liability or obligation to you under the Consumer Guarantees Act 1993 and where you on-supply the products or services you must include all of this clause in the terms of that on-supply."

e. Failure to Comply. Member must indemnify and keep Microsoft and its Affiliates indemnified and hold Microsoft and Microsoft Affiliates free and harmless from any costs, expenses, loss or damages incurred by Microsoft or its Affiliates as a result of Member or any purchaser or acquirer from Microsoft failing to comply with the obligations contained in this subsection.

f. GST. If any GST is payable by Microsoft to New Zealand tax authorities on any supplies made under this Agreement, an amount on account of this GST will also be payable by Member to Microsoft on receipt of an appropriate invoice.

g. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in the Philippines --

a. No technology transfer arrangement. This Agreement does not create a "technology transfer" agreement, as defined by applicable law because (a) the technology (including any software) made available under this Agreement is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software) will have its own technology license. Member will not hold itself out as a Microsoft technology recipient and will not attempt to identify Microsoft as a technology provider under this Agreement.

b. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which
Credentials Order Processing Services Inc.
ParkingPlus® Permit Order Management Service
Terms & Conditions

1. **Parties:** These Terms & Conditions of Agreement between COPSI Order Processing Services Inc. (an Illinois Corporation) 436 Frontage Road, Suite 200, Northfield, Illinois 60093 (COPSI) and Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA 93109 (INSTITUTION) related to the ParkingPlus® Permit Order Management Service (SERVICE) to be provided by COPSI to INSTITUTION during the term of this Agreement. This Agreement will become effective (the “effective date”) as of the date signed by both parties.

2. **Services:** Acting as a contracted agent for INSTITUTION, COPSI will provide students and other users with the option of requesting parking permits electronically using ParkingPlus®, an Internet-based facility to support entry of orders and outsourced production and mailing of parking permits. COPSI will make parking permit orders electronically available to INSTITUTION on a timely and accurate basis; provide facilities to support communication with the party that ordered the permit; provide personnel of INSTITUTION with the ability to originate orders for permits; produce the permits on a timely basis and mail the permits on a timely basis. The service will be offered to students and others as an optional “convenience”. COPSI will collect INSTITUTION’s published parking permit fees and optionally a telephone operator assistance fee for orders placed with COPSI Customer Service staff using the COPSI’ toll-free service.

3. **COPSI Fees:** Institution or Student will pay a shipping and handling fee of $3.25 for each parking permit ordered using the ParkingPlus® system. Orders placed with COPSI’ Customer Service 800-Number will be subject to an additional $5.00 operator assistance fee, which will be charged to the student requesting the parking permit.

Operator assistance fees shall be established in the sole discretion of COPSI. COPSI shall give Sixty (60) days advance written notice to INSTITUTION of any change in COPSI’ operator assistance fee for the SERVICE covered by this Agreement. Order handling fees are not subject to change during the term of this agreement unless INSTITUTION implements a change to its fees or fee structure.

Purchasers who use a credit card to obtain a parking permit and subsequently challenge the charge shall be liable to COPSI for INSTITUTION’s fees, COPSI’s fees and all fees and penalties assessed by the credit card merchant processor (currently $15.00). Upon notification of a challenged transaction, COPSI will notify the campus police and immediately “cancel” the permit on the administrative module of the ParkingPlus® system. COPSI will attempt to recover all costs by contacting the purchaser directly and rendering an invoice for all applicable charges. If after a period of 30 days COPSI is unable to recover the applicable fees, documentation will be provided to INSTITUTION and the amount due will be debited from the subsequent remittance of INSTITUTION’s fees.

4. **Credit Card Processing Fees:** COPSI shall assume all credit card discount fees and transaction fees associated with parking permit orders processed by COPSI’s ParkingPlus® service.

5. **Record-keeping, Reporting and Payment:** COPSI shall maintain records of parking permit orders taken on behalf of INSTITUTION. Such records shall indicate the identity of the individual whose parking permit was requested, the name of the party placing the order, the address to which the parking permit was sent, the vehicle description, the date of the order and the date the order was completed by the INSTITUTION.
Records required to be maintained by COPS I shall be protected from disclosure to any third parties in violation of the terms of this Agreement and be retained by COPS I for a period of no less than three years from the date the order was completed. COPS I shall deliver to INSTITUTION, via their Banner information system, copies of all transaction records on a daily basis to facilitate INSTITUTION’s own record-keeping requirements.

Payment of monies due to INSTITUTION for its parking permit fees shall be remitted to INSTITUTION on a twice-monthly basis and shall be rendered within 10 days of the 15th and the last business day of each calendar month. COPS I will produce monthly reports detailing the transaction activity and make them available to INSTITUTION via COPS I Registrar Support Service on the Internet.

6. **Agency Appointment:** INSTITUTION hereby appoints COPS I as its non-exclusive agent for the purpose of accepting parking permit orders; activities for which INSTITUTION is traditionally and ultimately responsible (see 34 CFR 99.3 “Educational Records”). As an agent for INSTITUTION, COPS I is subject to and must comply with the Family Educational Rights and Privacy Act of 1974 (as Amended) (FERPA) and its prohibitions against disclosure of personally identifiable information regarding students to third parties, except where permitted by the regulations of the United States Department of Education (ED). COPS I will provide security for the integrity and confidentiality of all information collected by COPS I in fulfillment of this Agreement.

7. **Term:** The initial term of this Agreement shall be 3 years from the effective date and will be renewed for succeeding one-year periods unless sooner terminated.

8. **Termination:** This Agreement will terminate:
   (a) At the end of the term specified in Paragraph 7 or at the end of any succeeding one year period, provided either party delivers written notice of termination at least 90 days prior to the end of the period; or
   (b) Upon failure of a party in breach of any material term of this Agreement to cure the breach within 30 days of delivery of a written notice of breach from the other party; or
   (c) At any time and without cause upon 30 days written notice by INSTITUTION or 180 days written notice by COPS I delivered to the other party.

9. **Force Majeure:** The failure of either party to fulfill its obligations under this Agreement; including obligations of COPS I to deliver parking permit orders on behalf of INSTITUTION in a timely fashion, shall not be considered a breach of a material term of this Agreement if such failure is caused by unforeseen events beyond the control of the non-performing party, including acts of God, acts of war, rebellion or sabotage or_unpreventable mechanical failure.

10. **Audit:** INSTITUTION shall have the right to undertake audits, at its expense and direction, as follows:
   a) INSTITUTION shall have the right to inspect COPS I books and records to the extent necessary and appropriate to assure INSTITUTION of COPS I’ ability to perform its obligations under this Agreement, and
   b) INSTITUTION shall have the right to audit COPS I’ information management systems and procedures to assure that such systems and procedures meet INSTITUTION’s standards of integrity, confidentiality and security.
   c) Audits may be undertaken no more than once per year, at any time of the year during normal business hours, upon reasonable notice to COPS I of not less than 30 days.

11. **Representations & Warranties:**

COPS I represents and warrants, during the term of this Agreement that:
a) It will be and remain in compliance with all applicable laws and regulations governing the service to be provided hereunder; and

b) It will during the term of this Agreement, assure accuracy of reports furnished by COPSI and proper management of all files to maintain system integrity, accuracy, and security.

INSTITUTION represents and warrants that during the term of this Agreement:

a) It has authority to contract for the SERVICES provided hereunder; and

b) It will maintain reasonable standards of performance in processing orders presented by COPSI.

12. **Mutual Indemnification:** Each party shall defend, indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney’s fees, or claims for injury or damages arising out of the performance of the Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney’s fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers or employees.

13. **Insurance:** COPSI agrees to:

a) Maintain Worker’s Compensation at the Statutory Limits and Comprehensive General Liability insurance in the amount of $1,000,000.00 per occurrence with companies acceptable to INSTITUTION;

b) Provide the INSTITUTION with a Certificate of Insurance upon request from INSTITUTION.

14. **Confidentiality of Agreement:** The terms and conditions of this Agreement as well as the intellectual property and systemic capabilities of the service shall be kept confidential and shall not be disclosed to any third party except with the prior written consent of the other party to this Agreement or pursuant to compulsory process or a lawful order of a court of competent jurisdiction that directing that the Agreement or intellectual property and systemic capabilities be disclosed or furnished. Nothing herein shall prohibit either party from disclosing or publicizing the fact that the parties have entered into this Agreement and the nature of the SERVICE provided.

15. **Controlling Law:** This Agreement shall be construed under the laws of the State of California.

---

Credentials Order Processing Services Inc.

By: ____________________________

Name: Thomas D. McKeechnay

Title: President & CEO

Date: ____________________________

Santa Barbara City College

By: ____________________________

Name: Joseph E. Sullivan

Title: U.P. Business Services

Date: March 14/2018
AGREEMENT FOR INVESTMENT BANKING SERVICES

Dated as of February 28, 2008

Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA

Attention: Joseph Sullivan, Vice President of Business Services

Ladies and Gentlemen:

Overview

UBS Securities LLC (“UBS”) is pleased to confirm our appointment by the Santa Barbara Community College District (the “District”) to serve as investment bank and book-running senior managing bond underwriter in the proposed offering by the District of general obligation bonds (the “Bonds”) in an aggregate principal amount of $77,242,012 (the “Offering”) on the terms and conditions set forth herein.

The Bonds will be general obligations of the District, secured by a levy of ad valorem taxes, without limitation of rate or amount, upon all property within the District subject to taxation by the District (except certain personal property that is taxable at limited rates). The issuance of the Bonds, and the levy of such taxes, are subject to approval at an election of the registered voters within the District (the “Election”), which election is to be held on June 3, 2008. The Bonds are expected to be issued in one or more series, with the first series expected to be issued within 12 months of the Election.

As used herein, “UBS” shall mean UBS Securities LLC, doing business as UBS Investment Bank, and/or any affiliate thereof, as we determine appropriate to perform the services described herein.

Scope of Services

As senior managing underwriter of the Bonds, UBS will provide the following services:

Phase I – Pre-Election Services

To the extent requested by the District:

☐ Work with the District to develop an understanding of the District’s financial objectives
☐ Calculate the District’s bonding capacity under Proposition 39 and other relevant laws
☐ Prepare tax rate analyses
☐ Provide financial analysis and information in connection with the proposed Bonds
☐ Prepare tax rate statement for the ballot, as required by California law
☐ Present financial analysis and information to governing board or community groups
Phase II – Post-Election Services

The post-election services to be provided by UBS for each bond series are as follows:

Pre-Sale Services

☐ Develop and maintain an appropriate financing timetable
☐ Assist the District in selecting service providers, including bond registrar, paying agent, depository trustee, financial printer, verification agent, rebate consultant, etc.
☐ Work with Bond Counsel to prepare all bond documents and assist in the preparation and review of the preliminary and final official statements
☐ Assist the District with presentations to the rating agencies/bond insurance companies
☐ Develop and present a tailored marketing plan, taking into account general economic data and forecasts, municipal market trends, competing issues in the market, and investor purchasing patterns
☐ As requested by the District, attend meetings of the District and other relevant public meetings

Marketing and Distribution

☐ Develop a pre-sale marketing and distribution program
☐ Develop and present to the District for its approval a preliminary pricing scale for the bonds
☐ Upon approval, establish an order period and release the bonds for offering to the market
☐ Subject to the conditions below, price and underwrite the District’s bonds on a firm commitment basis
☐ Subject to the conditions below, commit capital on behalf of the District to ensure a successful and orderly distribution and sale of securities or to place into inventory any unsold balance of bonds

Post-Sale Services

☐ Coordinate the final distribution and allocation of securities
☐ Prepare a final pricing report and a summary of financial results
☐ Obtain CUSIP numbers for the bonds, arrange for DTC registration or book-entry
☐ Assist with the preparation and review of all closing documentation with Bond Counsel
☐ Assist with the bond closing, including preparation of closing instructions and flow of funds

Fees

Except as otherwise agreed to by the District and the underwriters, the underwriting fee for each series of Bonds shall equal 0.8% of the principal amount of the bonds, plus reimbursement of reasonable out-of-pocket expenses incurred by the underwriters (including reasonable fees of underwriters’ counsel). As book-running senior manager, UBS’ fee shall equal 75% of the total underwriting fee for each series of Bonds, plus reimbursement of our out-of-pocket expenses. We acknowledge that the District is appointing a co-senior managing underwriter of the Bonds, to be paid 25% of the total underwriting fee for each series of Bonds, plus reimbursement of their out-of-pocket expenses. Payment of the underwriting commission and expenses shall be
contingent on the closing of the applicable series of Bonds and shall be deducted from the proceeds of the sale of such Bonds. No fee shall be due to UBS if the Bonds are not approved at the Election or if the Bonds are not issued for any other reason.

Expenses

The District will pay all of its direct expenses relating to the Offering, including, without limitation, fees and expenses of the District’s counsel and auditors; fees and expenses (including those for counsel) relating to blue sky or NASD matters; printing costs; roadshow expenses; rating agency fees; and fees and expenses of any trustees (and their counsel) or other agents.

Conditions

Although UBS intends to work closely with you during the period preceding the pricing and sale of the Bonds with the aim of timely completion of the financing, the requirements of the Securities & Exchange Commission prevent us from making any final commitment to underwrite bonds unless certain events have occurred. Such a commitment is subject to satisfactory completion of all documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets of the United States or in the financial condition, operations or prospects of the District; receipts of all required governmental approvals and appropriate legal opinions; an underwriter’s review (“due diligence”); and approval by UBS’s Municipal Securities Group Capital Commitment Committee. This Agreement is therefore not a final commitment by UBS, express or implied, to underwrite or purchase any securities, nor does it obligate UBS to enter into an Underwriting Agreement or Bond Purchase Agreement. While we do not anticipate insurmountable difficulties in the course of the proposed financings, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

Governing Law

This letter agreement is governed by the laws of the State of California, without regard to conflicts of law principles. The District and UBS agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party with respect to any matter whatsoever relating to or arising out of any actual or proposed transaction or the engagement of or performance by UBS hereunder.

Termination

After the issuance of the first series of Bonds, the District or UBS may terminate this agreement by providing 30 days prior written notice to the other party. Prior to the issuance of the first series of Bonds, neither the District nor UBS may terminate this contract. The “Expenses” and “Governing Law” provisions contained herein shall survive any termination of this letter agreement.
Other

UBS is not obligated as a result of this agreement to make a campaign contribution in connection with the Election, nor has it otherwise committed to make a campaign contribution. UBS will not receive any compensation (from bond proceeds, from other District funds, or from any other source) as reimbursement for any campaign contribution of funds, services, or facilities that UBS may choose to make to the bond campaign committee in connection with the Election.

This letter agreement contains the entire agreement between the parties and supersedes all prior understandings, whether written or oral. This letter agreement may be executed in counterparts. This letter agreement may not be amended except in writing signed by all parties hereto. Neither the District nor UBS may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other.

We look forward to working with you on this important transaction. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Sincerely,

UBS SECURITIES LLC

By: ___________________________________
   James R. Roth
   Managing Director

Accepted and agreed to:

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: ___________________________________
   Joseph Sullivan
   Vice President of Business Services
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 07-08

WHEREAS, the Santa Barbara City College District Board of Trustees on June 28, 2007, adopted its budget for the fiscal year; and
WHEREAS, routine budget transfers between major objects have been requested by department chairs to better meet changing fiscal needs;
NOW, THEREFORE, BE IT RESOLVED that budget transfers be made resulting in the net effect as shown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Unrestricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Art Instructional Supplies</em></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$1,300.00</td>
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<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
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<td><em>Assoc. Dean Of Ed. Programs - Athletics Hrly Salaries and Benefits</em></td>
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<td>Description</td>
<td>Fund</td>
<td>Object</td>
<td>Increase</td>
<td>Decrease</td>
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<td>A.D.N. Governor's WIA Hourly Faculty Non-Teaching</td>
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<td>$209.06</td>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 27th of March 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

__________________________________________

John B. Romo
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RE: Additional Revenue 2007-2008

WHEREAS, additional revenue not included in the 2007-2008 Adopted Budget has been received and needs to be appropriated, and

WHEREAS, under the provisions of Education Code Sections 85200 and 85210, such action may be taken by written resolution of the governing board;

NOW, THEREFORE, BE IT RESOLVED, that the County Superintendent of Schools and County Auditor be authorized and directed to increase the revenue and budgeted expenditures as shown below.

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<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Budget Object</th>
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<td>$ 5,269</td>
<td>33000</td>
<td>600000</td>
<td>$ 5,269</td>
</tr>
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<td>$ 5,269</td>
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<td>$ 5,269</td>
</tr>
<tr>
<td>Total New Money</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 116,681</td>
</tr>
</tbody>
</table>

Item 6.2-b
Page 1 of 2
03/27/08
PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara
Community College District on the 27th day of March 2008, by the following vote:

Ayes:

Nees:

Absent:

Concur:

John B. Romo
Superintendent/President and Secretary/
Clerk to the Board of Trustees