BP 2315 CLOSED SESSIONS

Reference: Government Code Sections 54956.8, 54956.9, 54957, 54957.6; Education Code Section 72122

Closed sessions of the Board shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- advice of counsel on pending litigation, as defined by law;
- consideration of tort liability claims as part of the district’s membership in any joint powers agency formed for purposes of insurance pooling;
- real property transactions;
- threats to public security;
- review of the District’s position regarding labor negotiations and giving instructions to the District’s designated negotiator;
- discussion of student disciplinary action, with final action taken in public;
- conferring of honorary degrees;
- consideration of gifts from a donor who wishes to remain anonymous;
- to consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall, consistent with law; announce any actions taken in closed session and the vote of every individual Board member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board or by law.
BP 2365  RECORDING

Reference: Government Code Sections 54953.5, 54953.6; Education Code Section 72121(a)

If the Board causes any tape or video electronic recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250, et seq. The Superintendent/President is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.
BP 2431 SUPERINTENDENT/PRESIDENT SELECTION

Reference: Accreditation Standard IV.B.1, IV.B.1.j; Title 5, Sections 53000 et seq.

In the case of a Superintendent/President vacancy, the Board shall establish a search process to fill the vacancy. The process shall comply with relevant regulations.
BP 2610  PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS

Reference: Government Code Section 3547

The Superintendent/President is directed to enact administrative procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of initial proposals for collective bargaining.

Collective bargaining begins when either an exclusive representative or the District itself presents an initial proposal for consideration in accordance with the timelines specified in the bargaining agreements with the district and the Santa Barbara City College Instructors' Association and the California School Employees Association and its Chapter 289.
BP 2716   POLITICAL ACTIVITY

Reference: Education Code Sections 7054; 7056; Government Code 8314

Members of the Board shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.
BP 2717    PERSONAL USE OF PUBLIC RESOURCES

Reference: Government Code Section 8314; Penal Code Section 424

No trustee shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.
BP 2720   COMMUNICATIONS AMONG BOARD MEMBERS

Reference: Government Code Section 54952.2

Members of the Board shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board.
BP 2730  BOARD MEMBER HEALTH BENEFITS

Reference: Government Code Section 53201, 53205

Trustees who are currently serving on the governing board may participate in the college health and benefits program to this extent: they are eligible to receive the applicable district allowance (single, employees and spouse, or family) for full-time employees to apply toward any or all of the district health, dental, and life insurance. They are not eligible for disability income protection. Any cost in excess of the district allowance must be paid by the Trustee.

Any former member of the governing board who has completed at least one full term or four consecutive years in office may, upon termination participate in the District medical and dental plan providing he/she pays the full cost of benefit payments.
Continuing Education
Minimum Qualification Equivalency

RISSE R, Steve  
Computer Skills -  
Bilingual (CIOF)  

EDUCATION:

Level 1 Certification in CTAP  
( California Technology Assistance Project)  
Chapman University  
Orange, CA  
December 2005

California Teaching Credential (Spanish)  
Chapman University  
Orange, CA  
December 2005

B.A., Environmental Studies  
University of California, Santa Barbara  
Santa Barbara, CA  
June 1994

EXPERIENCE:

LTA /Instructor for Adult High School and Jail –  
Introduction on Computer  
Santa Barbara City College  
Continuing Education  
Santa Barbara, CA  
November 2007 to present

Substitute Teacher - Computer  
Santa Barbara and Carpinteria School Districts  
Santa Barbara and Carpinteria, CA  
September 2003 to present

Spanish Teacher/Substitute Teacher  
San Marcos High School  
Santa Barbara, CA  
2004-2007

Instructional Assistant for ESL  
San Marcos High School  
Santa Barbara, CA  
1997-2000
EDUCATION:

University of California, Santa Barbara
Santa Barbara, CA
M.A., Education
August 1978

University of California, Santa Barbara
Santa Barbara, CA
Multiple Subject Teaching Credential
June 1979

University of California, Santa Barbara
Santa Barbara, CA
B.A., Spanish
June 1975

CA Community College Credential – ESL
December 1975

EXPERIENCE:

Teacher - Community Based English Tutoring (CBET)/Family Literacy
Isla Vista School
Goleta, CA
2002-2008

Classroom Teacher
Goleta Union School District
Goleta, CA
1986-1994

Classroom Teacher
Carpinteria Unified School District
Carpinteria, CA
1976-1986

Instructional Aide - ESL
Santa Barbara City College
Continuing Education
Santa Barbara, CA
1960-1976
Santa Barbara City College
On-Campus Student Employment
Board Approval – November 20, 2008

ANGELLE, Antoine
BALTAZAR, Yeshua
BERNARD, Eileen
CASTRO, Ety
COLBRY, Krista
DOCA, Brian
DUFOUR, James
FAIZULLABHOY, Shireen
GOBROGGE, James
GUTIERREZ, Ivan
HARRISON, Brandy
JORDAN, Laura
KAZUS, Laurent
KEMMERLEY, Sage
KIM, Dohyung
KIM, Wonmin
LARGE, Joseph
LEMOS, Trevor
LOMELI, Yazmin
LOPEZ, Maria
LORELLI, Andrew
LOVASOVA, Andrea
NAKAKURA, Hironori
NEELY-SANCHEZ, Miguel
NELSON, Jeffrey
PAEZ, Angela
POTOPALSKA, Viktoriya
POTTKOTTER, Ken
PRIESTMAN, Jeremy
SIMPSON, Sean
SMITH, Tyrone
STEFFEN, Robert
STOKER, Courtlin
TURNBULL, Kylin
UEDA, Ai
YARAHUAN-LOPEZ, Nancy
YETTERMALM, Carl-Philip
ZELL, Alice
GRANT APPLICATION
Board of Trustees Notification

Grant Title: Department of Labor Community-Based Job Training Grants
SGA/DFA PY-08-02
International Supply Chain Management and Logistics Training Program

Agency to which grant will be submitted Federal Department of Labor

Amount of Grant request $2,000,000

Grant Focus Therefore, the International Supply Chain Management and Logistics Training Program will offer students and incumbent workers the choice of three Logistics Skills Competency Awards focused on pertinent logistics skills and targeted for different employee skill sets or levels:

- Managers, supervisors, sales, office, finance, customer service, etc.
  Logistics Professional Skills Competency: Provides an in-depth overview of all aspects of trade and logistics, covers cost and key performance indicators, and is designed to improve managerial and supervisory skills.

- Dock or warehouse workers, packers, shipping or traffic clerks, etc.
  Materials Handling Skills Competency: Provides an overview of supply chain and logistics plus practical hands-on functions such as forklift usage, dangerous goods handling, and logistics computer skills.

- Office personnel, import/export staff, traffic managers, etc.
  Logistics Compliance Skills Competency: Provides an in-depth overview of all aspects of trade and logistics plus instills comprehension in and ability to execute the necessary documentary and legal compliance aspects of trade.

The unique component of the International Supply Chain Management and Logistics Training Program will be that much and perhaps all of the training will be conducted through a virtual world simulation. Additionally, in partnership with the Serious Game Design Institute, training will be implemented using virtual simulations. From how to handle freight, to loading cargo containers to executing Customs paperwork, participants will have the opportunity to gain hands-on experience that will assist them in the real world work environment.

Responsible Administrator: Guy Smith

Projected start date: January 2009
PROJECT ABSTRACT

Logistics is a leading industry cluster for California employing 578,000 statewide yet according to the Collegiate Employment Research Institute, logistics is a field with more positions than there are graduates to fill those positions. The Wall Street Journal likewise has reported that senior logistics management talent is in short supply. Employers also cite difficulty in finding workers to fill positions from entry-level warehouse workers to positions of supervisory capacity. Many of the reasons listed include lack of qualifications or relevant experience, lack of communication or computer skills and overall lack of training.

Therefore, Santa Barbara City College (SBCC), an accredited, comprehensive California community college serving over 19,000 credit and 45,000 continuing education students seeks to expand on its current international business certification program with the creation of the Going Global Program. This program will provide practical, real world logistics and supply chain management training and preparation designed to ensure a more competent workforce. The overarching goal is that this will benefit regional employers by increasing the efficiency and productivity of their logistical operations and enhancing profits and competitiveness in a global market.

The Going Global Program will offer students and incumbent workers the choice of three Skills Competency Awards—Logistics and Supply Chain Management Professional, Materials Handling, and Logistics Compliance. There are currently no other known global logistics degrees or training programs within this region.

In partnership with the region’s Workforce Investment Board, Centers for International Trade, Regional Occupational Program at the High Schools and the Army, SBCC’s Going Global Program will consist of:
Santa Barbara City College

Goering Global: International Logistics and
Supply Chain Management Training Program

- **Classroom and On-line Instruction:** Classes include existing Basics of Import and Export and Logistics and Supply Chain Management classes and new grant-funded classes Cost and Key Performance Indicators, Logistics Technology, and Administration Tools.

- **Guest Lectures by Industry Experts:** Experienced logistics practitioners will accent key components of the classroom instruction on topics such as Customs compliance, trade finance, product classifications, regulations, record keeping and audit requirements.

- **Industry-Certified Training Programs:** Utilization of existing industry-certified programs including Forklift Operations, sanctioned by OSHA; Dangerous Goods, sanctioned by the Dept. of Transportation; and Certified Logistics Professional, International Warehouse and Logistics Association.

- **Hands on Training Conducted via Virtual World Simulations:** Virtual world training simulations can be used to demonstrate how to load or handle goods efficiently and safely or how to correctly fill out compliance paperwork. This would allow participants to try new skills without serious repercussions of a true workplace failure.

The **Going Global Program** will provide the necessary training at the SBCC campus, through its on-line college and at a satellite location provided by program partners. By the end of the three year implementation period, the objective is to enroll 440 individuals (a combination of workers and students) with 85% of those enrolled completing the program and 320 receiving a Skills Competency Award. The program will continue training after the conclusion of the grant period with a goal of training 220 participants annually thereafter.
<table>
<thead>
<tr>
<th>Description</th>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
<th>Total Amount</th>
<th>Grant Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Personnel</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One FT Program Director</td>
<td>$88,750.00</td>
<td>$93,187.00</td>
<td>$97,847.00</td>
<td>$279,784.00</td>
<td>$279,784.00</td>
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<tr>
<td>Responsible for coordination, development, and evaluation of program including coordination of advisory committees, curriculum development, faculty training, and job placement. Salary based on average entry salary for similar director position with yearly increase.</td>
<td></td>
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<tr>
<td>Two PT Faculty</td>
<td>$24,000.00</td>
<td>$25,200.00</td>
<td>$26,460.00</td>
<td>$75,660.00</td>
<td>$75,660.00</td>
</tr>
<tr>
<td>Adjunct faculty to teach classes, with training year one. Salary based on average entry salary for similar adjunct faculty position with yearly increase.</td>
<td></td>
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</tr>
<tr>
<td>One FT Administrative Asst. II</td>
<td>$43,536.00</td>
<td>$44,628.00</td>
<td>$27,748.00</td>
<td>$115,912.00</td>
<td>$115,912.00</td>
</tr>
<tr>
<td>Asst faculty and program director in all aspects of program design and implementation. Salary based on entry salary for Admin Asst II with yearly increase.</td>
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<tr>
<td>Program Administrator</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
<td>$21,000.00</td>
<td>$21,000.00</td>
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<tr>
<td>Dean of Educational Programs who will oversee program functions and compliance. Based on 5% of $140,000 salary.</td>
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<tr>
<td><strong>Total Personnel</strong></td>
<td>$163,286.00</td>
<td>$170,015.00</td>
<td>$159,055.00</td>
<td>$492,356.00</td>
<td>$492,356.00</td>
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<td><strong>b. Fringe Benefits</strong></td>
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<tr>
<td>Program Director @ 28% of salary</td>
<td>$24,850.00</td>
<td>$26,092.36</td>
<td>$27,397.16</td>
<td>$78,339.52</td>
<td>$78,339.52</td>
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<td>Adjunct Faculty @ 10%</td>
<td>$2,400.00</td>
<td>$2,520.00</td>
<td>$2,646.00</td>
<td>$7,566.00</td>
<td>$7,566.00</td>
</tr>
<tr>
<td>Admin Asst. @ 28%</td>
<td>$12,190.08</td>
<td>$12,495.84</td>
<td>$7,769.44</td>
<td>$32,455.36</td>
<td>$32,455.36</td>
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<tr>
<td>Program Administrator @ 28%</td>
<td>$1,960.00</td>
<td>$1,960.00</td>
<td>$1,960.00</td>
<td>$5,880.00</td>
<td>$5,880.00</td>
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<tr>
<td><strong>Total Fringe Benefits</strong></td>
<td>$41,400.08</td>
<td>$43,068.20</td>
<td>$39,772.60</td>
<td>$124,240.88</td>
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<td><strong>c. Travel</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Travel to tradeshows and conferences for Program Director and/or faculty to disseminate program activities.</td>
<td>$5,000.00</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$35,000.00</td>
<td>$35,000.00</td>
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<tr>
<td>Description</td>
<td>Year One</td>
<td>Year Two</td>
<td>Year Three</td>
<td>Total Amount</td>
<td>Grant Funds Requested</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>d. Equipment</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Peripherals: Digital Storage and Display</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 9,000.00</td>
<td>$ 9,000.00</td>
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<tr>
<td>Computers: 3 computers for staff and faculty</td>
<td>$ 15,000.00</td>
<td>$ 3,000.00</td>
<td>$ -</td>
<td>$ 18,000.00</td>
<td>$ 18,000.00</td>
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<tr>
<td>Servers designated for simulation training, IT support and annual maintenance contract</td>
<td>$ 65,000.00</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
<td>$ 75,000.00</td>
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<tr>
<td>Laptop Computer and projector for Program Director</td>
<td>$ 4,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 4,000.00</td>
<td>$ 4,000.00</td>
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<td><strong>Total Equipment</strong></td>
<td><strong>$ 87,000.00</strong></td>
<td><strong>$ 11,000.00</strong></td>
<td><strong>$ 8,000.00</strong></td>
<td><strong>$ 98,000.00</strong></td>
<td><strong>$ 98,000.00</strong></td>
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<tr>
<td>e. Supplies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Curriculum development materials and printing.</td>
<td>$ 15,000.00</td>
<td>$ 10,000.00</td>
<td>$ 5,000.00</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
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<tr>
<td>Advertising including printing brochures, postage, web design, print, media ade, trade show booths.</td>
<td>$ 12,000.00</td>
<td>$ 24,000.00</td>
<td>$ 24,000.00</td>
<td>$ 60,000.00</td>
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<tr>
<td>Consumable class handouts and reference material</td>
<td>$ -</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
<td>$ 10,000.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Software for staff and faculty</td>
<td>$ 5,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
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<tr>
<td><strong>Total Supplies</strong></td>
<td><strong>$ 32,000.00</strong></td>
<td><strong>$ 39,000.00</strong></td>
<td><strong>$ 34,000.00</strong></td>
<td><strong>$ 105,000.00</strong></td>
<td><strong>$ 105,000.00</strong></td>
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<tr>
<td>f. Contractual</td>
<td></td>
<td></td>
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<tr>
<td>Inservice Training for faculty on program development and implementation including use of virtual simulations</td>
<td>$ -</td>
<td>$ 15,000.00</td>
<td>$ 15,000.00</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
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<td>Contract grant reporting and compliance</td>
<td>$ 12,000.00</td>
<td>$ 12,000.00</td>
<td>$ 12,000.00</td>
<td>$ 36,000.00</td>
<td>$ 36,000.00</td>
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<tr>
<td>Annual stipend for CITD/WIB/ROP/Salvation Army for marketing and provision of satellite program activities.</td>
<td>$ 100,000.00</td>
<td>$ 100,000.00</td>
<td>$ 100,000.00</td>
<td>$ 300,000.00</td>
<td>$ 300,000.00</td>
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<tr>
<td>Virtual World Logistics Training System: initial programming and set up, IT support and maintenance.</td>
<td>$ 400,000.00</td>
<td>$ 25,000.00</td>
<td>$ 25,000.00</td>
<td>$ 450,000.00</td>
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<tr>
<td>Photography and digitization of port, warehouse, and other locations required for logistics training simulations.</td>
<td>$ 150,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 150,000.00</td>
<td>$ 150,000.00</td>
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<tr>
<td>Contract industry-certified training (forklift training, hazardous materials, etc.)</td>
<td>$ -</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
<td>$ 60,000.00</td>
<td>$ 60,000.00</td>
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<tr>
<td><strong>Total Contractual</strong></td>
<td><strong>$ 662,000.00</strong></td>
<td><strong>$ 182,000.00</strong></td>
<td><strong>$ 182,000.00</strong></td>
<td><strong>$ 1,026,000.00</strong></td>
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<tr>
<td>g. Construction</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Infrastructure</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>h. Other</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Total Other</td>
<td>$ -</td>
<td>$ -</td>
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</tr>
<tr>
<td>Description</td>
<td>Year One</td>
<td>Year Two</td>
<td>Year Three</td>
<td>Total Amount</td>
<td>Grant Funds Requested</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>i. Total Program Costs</td>
<td>$ 827,400.08</td>
<td>$ 460,083.20</td>
<td>$ 437,827.60</td>
<td>$ 1,880,596.88</td>
<td>$ 1,880,596.88</td>
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<tr>
<td>j. Indirect @ 4% of program costs for grant administration</td>
<td>$ 33,096.00</td>
<td>$ 18,403.33</td>
<td>$ 17,513.10</td>
<td>$ 75,223.88</td>
<td>$ 75,223.88</td>
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<tr>
<td>k. Total Grant Funds Requested</td>
<td>$ 860,496.08</td>
<td>$ 478,486.53</td>
<td>$ 455,340.70</td>
<td>$ 1,955,820.76</td>
<td>$ 1,955,820.76</td>
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<td>PO Number</td>
<td>Vendor</td>
<td>Description</td>
<td>Encumbered Amount</td>
<td>Creation Date</td>
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<tr>
<td>P0001320</td>
<td>Xap Corporation</td>
<td>BOG Waiver, Online Appl Maint</td>
<td>$8,483.50</td>
<td>10/15/2008</td>
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<tr>
<td>P0001321</td>
<td>Datacard Corporation</td>
<td>ID Card Printer Maintenance</td>
<td>$1,530.00</td>
<td>10/15/2008</td>
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<tr>
<td>P0001322</td>
<td>Graham Chevrolet</td>
<td>2008 Uplander for Vanpool</td>
<td>$24,377.36</td>
<td>10/16/2008</td>
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<tr>
<td>P0001323</td>
<td>Samys DV and Edit</td>
<td>Film Prod Camcorders, Equip.</td>
<td>$18,486.67</td>
<td>10/16/2008</td>
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<td>P0001324</td>
<td>Santa Barbara Screen and Shade Inc</td>
<td>Blinds for IDC-310</td>
<td>$163.00</td>
<td>10/17/2008</td>
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<tr>
<td>P0001325</td>
<td>Pearson Education Inc</td>
<td>DPS Booklets/Forms</td>
<td>$1,453.13</td>
<td>10/17/2008</td>
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<td>P0001326</td>
<td>Card Integrators Inc</td>
<td>Spring 2009 ID Card Stickers</td>
<td>$1,193.31</td>
<td>10/17/2008</td>
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<tr>
<td>P0001327</td>
<td>Peopleadmin Inc</td>
<td>People Admin Annual Maint</td>
<td>$20,600.00</td>
<td>10/17/2008</td>
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<td>SirsiDynix</td>
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### Board Report

POs From: 10/13/2008 To: 11/2/2008

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<tr>
<th>PO Number</th>
<th>Vendor</th>
<th>Description</th>
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<tr>
<td>P0001341</td>
<td>Samys Camera</td>
<td>Mini-DV Tapes</td>
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<td>American College Health Association</td>
<td>Membership Dues</td>
<td>$615.00</td>
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<td>Tire Pressure Software Update</td>
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</table>
# AMENDMENT to INDEFINITE QUANTITY CONTRACT

## SANTA BARBARA CITY COLLEGE

### Indefinite Quantity Contract/Services

<table>
<thead>
<tr>
<th>RJC Project Number</th>
<th>Contracting Officer-Facilities &amp; Operations</th>
<th>Renewal Option</th>
<th>Work Order Number</th>
<th>Date</th>
</tr>
</thead>
</table>

**Work Description**

Provide Architectural, Electrical and Mechanical Engineering Support Services-Trailer Building Relocations

Relocation of FRC 1 & 2, ECOC 1 & 2 and Campus Security, (DSA permitting of FRC 1 and ECOC 1)

**Consultant Information**

- **Name:** RJC Inc.
- **Address:** PO Box 60202, Santa Barbara, CA 93180
- **Phone:** 805-892-9477
- **Fax:** 805-892-5805
- **E-mail:** rosetta@jco-inc.com

- **Name:** Santa Barbara City College
- **Address:** 721 Cliff Drive, Santa Barbara, CA 93109-2394
- **Phone:** 805-898-0561 x 3547
- **Fax:**

**Authorized Signature**

- **Name:** Robert J. Coles, AIA
- **Title:** President, RJC Inc.

**Consulting Firm Information**

- **Name:** RJC Inc.
- **Address:** PO Box 60202, Santa Barbara, CA 93180
- **Phone:** 805-892-9477
- **Fax:**

**Summary of this Work Order:**

- Schematic Design Phase I: $7,277.00
- Construction Documents Phase II: $13,009.00
- Bidding Administration Phase III: $3,105.00
- Construction Administration Phase IV: $15,629.00
- Total Miscellaneous: $30,560.00
- Total Travel:
- Sub-Total New Work Order Total: 1.11
- New Work Order Total: 1.11
- Previous Contract Amount: $6.00
- Revised Total Contract Amount: $70,070.00

**Scope of Work:**

- **Phase I:** Schematic Design Nov 20 - Dec 12, 2008 RJC shall prepare schematic design drawings of relocated trailer buildings. Schematic drawings shall be reviewed by SBCC for approval. Schematic drawings shall include: site plan, floor plan, preliminary grading, preliminary site utilities - electrical power. Following approval of the schematic design, RJC shall move ahead with Phase II – Full Contract Document Preparation. Scope of work is limited to the relocation of the existing trailer building in their current floor plan. Item 1 of Feasibility Study RJC shall also provide architectural engineering for restoration of existing site, area of removed trailers to make the area safe (Item 3 of the Feasibility Study) Item 2 of the Feasibility Study is not included, (re-design of the interior spaces of the existing trailer buildings)

- **Phase II Contract Document Preparation Dec 12-Jan 16, 2009:** RJC shall modify the schematic floor plans as requested by SBCC and shall then coordinate final working drawing set ready for bidding and submission to DSA on two buildings (FRC 1 next to existing PC #02-10480999 and ECOC 1 next to existing trailers 19 & 20). Only FRC 1 and ECOC 1 shall be submitted to DSA for approval and permitting. Two solicitation packages shall therefore be created to simplify the bidding and permit issues of splitting the building relocation due to permitting with DSA. RJC shall coordinate with structural, mechanical and electrical engineers. RJC shall provide a solicitation bid set available to contractors for the non DSA buildings by Jan 18, 2009. Contract Documents shall include architectural, mechanical and electrical engineering drawings and specifications as necessary to competitively bid the repair and alteration tasks. The DSA submitted tasks will be available for bid following permit approval from DSA. Estimated time for permit and approval with the two buildings for DSA approval is 4 months.

- **Phase III (Bidding):** 4 weeks, RJC shall manage the bid process, attend a site job walk, answer questions, issue Addenda as needed, and coordinate with faculty and engineers as required. RJC shall review offers to verify responsiveness.

- **Phase IV (Construction Admin):** 12 weeks of construction. RJC shall provide on site observation, conduct meeting minutes, verify and review pay requests, answer questions, negotiate change orders, maintain all necessary documentation to properly conduct thorough construction administration given the short time frame of the task. Note: No Cost for Travel to site visits.
# AMENDMENT to INDEFINITE QUANTITY CONTRACT

## SANTA BARBARA CITY COLLEGE

### Indefinite Quantity Contract/Services

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<thead>
<tr>
<th>RJC Project Number</th>
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</tr>
</thead>
</table>

### Work Description

Provide Architectural, Electrical and Mechanical Engineering Support Services- Trailer Building Relocations

Relocation of FRC 1 & 2, ECOC 1 & 2 and Campus Security. (DSA permitting of FRC 1 and ECOC 1)

### Proposed Hours per Indefinite Quantity Contract Base Rate Structure:

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Contract Rate</th>
<th>Quantity of Time</th>
<th>Amount</th>
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<td>Senior Architect</td>
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<td>Project Controller</td>
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<td>Book Keeper</td>
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Professional Hours Subtotal: **197** \[\$7,227.00\]

### Phase II Construction Documents (Design)

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<th>Description</th>
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<td>Senior Estimator</td>
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Professional Hours Subtotal: **207** \[\$13,888.00\]

Item 6.1-d
Page 2 of 4
11/20/08
AMENDMENT

to

INDEFINITE QUANTITY CONTRACT

SANTA BARBARA CITY COLLEGE

Indefinite Quantity Contract/Services

<table>
<thead>
<tr>
<th>RJC Project Number</th>
<th>Contracting Officer/Facilities &amp; Operations</th>
<th>Renewal Option</th>
<th>Work Order Number</th>
<th>Date</th>
</tr>
</thead>
</table>

Work Description

Provide Architectural, Electrical and Mechanical Engineering Support Services- Trailer Building Relocations

Relocation of FRC 1 & 2, ECOC 1 & 2 and Campus Security, (DSA permitting of FRC 1 and ECOC 1)

Proposed Hours per Indefinite Quantity Contract Base Rate Structure:

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Contract Rate</th>
<th>Quantity of Time</th>
<th>Amount</th>
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<td>Senior Architect</td>
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<td>$0.00</td>
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<td>$2,600.00</td>
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Professional Hours Subtotal: 45 $3,105.00

Phase IV Construction Administration

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Professional Hours Subtotal: 183 $15,429.00
**AMENDMENT**

**TO**

**INDEFINITE QUANTITY CONTRACT**

**SANTA BARBARA CITY COLLEGE**

**Indefinite Quantity Contract/Services**

<table>
<thead>
<tr>
<th>RJC Project Number</th>
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<th>Work Order Number</th>
<th>Date</th>
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</table>

**Work Description**

Provide Architectural, Electrical and Mechanical Engineering Support Services - Trailer Building Relocations

Relocation of FRC 1 & 2, ECOC 1 & 2 and Campus Security. (DSA permitting of FRC 1 and ECOC 1)

**List of Miscellaneous Items:**

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Electrical Engineering Support Relocation of 3 existing trailer buildings (ECOC 2, FRC 2 and Campus Security)</td>
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<td>Electrical Engineering Support Contract documents for DSA approved relocation of ECOC 1 and FRC1</td>
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<td>Electrical Engineering Support Construction Administration and Bidding Support</td>
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<tr>
<td>Mechanical Engineering Support Relocation of 3 existing trailer buildings (ECOC 2, FRC 2 and Campus Security)</td>
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<tr>
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**Miscellaneous Subtotal:** $30,500.00

**Travel Expenses:**

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<td>Lodging Amount</td>
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**Travel Amount Subtotal:** $0.00

**Miscellaneous Total:** $30,500.00
October 9, 2008

Ms. Julie Hendricks
Director of Facilities
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Subject: SBCC Fletcher Benton Sculpture
New Foundation and Anchorage
ESH 08-118

Dear Julie:

This will summarize our meeting yesterday concerning the Fletcher Benton sculpture that the College has acquired and will relocate to an area adjacent to the Campus Bookstore. At this time, the physical properties of the sculpture as well as the existing foundations and the connections between the sculpture and foundations are not known. Based on information received during our meeting and the pictures that you provided, it appears to be constructed of steel and is approximately 12 feet high. During our meeting, a preliminary location for the sculpture on the existing patio area was selected.

As I mentioned during our meeting, the sculpture will need to be able to resist both wind and seismic loads. The picture makes it appear as though the sculpture is quite narrow in one direction and this will dictate the size of the foundation and the connections to the foundation. Our scope of work will include the following tasks:

- View the sculpture and document the size, configuration and materials of all elements in the sculpture.
- Based on the data from the site survey, estimate the weight of the sculpture.
- Perform a structural analysis to determine the Building Code mandated wind and seismic loads that the sculpture and foundation will need to resist.
- Design a foundation system and the connections between the sculpture and the foundation.
- Prepare a drawing that shows the location of the sculpture on the existing patio area along with details for the foundation and connections.
• Provide material specifications in the form of notes on the drawings.
• Respond to contractor’s questions during construction of the foundation and installation of the sculpture.
• Make at least one site observation during construction.

We will appreciate receiving any additional information that you may have about the construction of the sculpture, particularly the materials used and their thicknesses, and including the artist’s preferred method for anchoring it to a foundation. We understand that currently the sculpture is located at a single family residence and at this time, it is not known if the installation will meet the California Building Code requirements.

As you know, installing this sculpture on a community college campus requires careful attention to avoid the creation of a falling hazard. Ehlen Spiess and Haight, Inc. cannot assume responsibility for the design and integrity of the sculpture itself. The design of the sculpture could be construed as an interactive, climbable piece of public art but we have no ability to determine its suitability or strength for this type of activity. Our responsibility will be limited to the stability of the foundation and the connection of the sculpture to the foundation.

We propose to provide the structural engineering services, as noted above, on an hourly basis in accordance with our standard fee schedule. If these terms are acceptable, please sign in the space provided as evidence of our mutual understanding and agreement for this service. Thank you for opportunity to be of service to Santa Barbara City College on this project. Should you have any questions concerning this proposal, please do not hesitate to call.

Very truly yours,

EHLEN SPIESS & HAIGHT, INC.
a California corporation

[Signature]

John W. Spiess, S.E. 2844

Ms. Julie Hendricks          Date

JWS/se
V: 08-118/10-09-08
2008

SCHEDULE OF HOURLY RATES

PROFESSIONAL SERVICE

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
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<td>$52.00</td>
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<tr>
<td>Draftsman</td>
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</tr>
<tr>
<td>Design Engineer Level I</td>
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<tr>
<td>Design Engineer Level II</td>
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</tr>
<tr>
<td>Sr. Structural Engineer</td>
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</tr>
<tr>
<td>Principal Engineer</td>
<td>$170.00</td>
</tr>
</tbody>
</table>

Hourly billing rates are adjusted and subject to increase annually in January.

REIMBURSABLE EXPENSES

Travel, long distance telephone, blueprints, postage, copies and other charges directly associated with the work are billed at cost. Professional consultants are billed at cost plus 15%. Unless provided for by Agreement, plotting of CAD drawings on vellum sheets for clients, consultants or contractors use will be billed at $15 (D-size) and $20 (E-size).

STATEMENTS

Statements are prepared at the first of each month for work performed the previous month. The amount billed is payable upon receipt. Interest of 1.5% per month is payable on amounts not paid within thirty days of the statement date. Payments are applied first to interest and then to the principal.
November 6, 2008

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

Attn: Ms. Julie Hendricks
    Director of Facilities and Campus Development

Subject: Proposal - Geologic Hazards Evaluation of
         Proposed Garvin Theater Remodel
         Santa Barbara City College
         Santa Barbara, California

Dear Julie:

INTRODUCTION

Pursuant to our telephone discussions this week with Mr. Edd Ohla, project
construction manager, we are pleased to present this proposal for a geologic hazards
evaluation of the Garvin Theater site at the Santa Barbara City College campus. It is our
understanding that the existing Garvin Theater building is to be remodeled.

Proposed building additions in three locations, totaling less than 1,000 square feet are
depicted on the Fisher and Associates plan plan, Sheet A0.03, dated December 18, 2007, that
has been provided to us. The primary geologic hazards to be evaluated are seismic hazards,
including fault rupture and seismic shaking. Our work will be conducted in accordance with
state guidelines (CDMG Note 42 and California Geologic Survey Notes 48 and 49) and the
letter, dated October 14, 2008, has been provided. The CGS letter indicates that updated
geotechnical and geologic hazard reports are required. We have been provided a copy of the
updated geotechnical report prepared by Pacific Materials Laboratory, dated October 29,
2008, for the proposed building remodel. Our work is intended to satisfy the requirement for
an updated geologic hazards report.
SCOPE OF WORK

Task 1 – DEM and Aerial Photo Evaluation

We will initially review available geologic reports for the west campus area, as well as our in-house literature pertaining to geology in the general area. We have a copy of the 1974 geologic report for the west campus prepared by Glenn A. Brown and Associates. Much of our in-house data relevant to the site was previously gathered for the 2007 investigation of the Loma Alta parking structure project. The southwest trending Lavigna fault has been mapped by various investigators northwest of the school, and may trend into or near the West Campus site. Based on geomorphic interpretation and a suspect outcrop in the bluff face south of the theater, the surface rupture hazard from faulting needs to be evaluated. We will review selected historical and recent aerial photographs (stereo pairs) to evaluate the presence of unmapped geologic hazards (primarily fault branches) affecting the building site.

Task 2 – Map Preparation / Field Work / Seismic Analysis

To evaluate if the inferred faults affect the building site, we propose three borings to be drilled to the depth of the uppermost stratigraphic marker or to the maximum depth of the drill rig, whichever is less. The borings will be located near the south and eastern corners of the building footprint. We will request SBCC to mark underground utilities in these locations that we will stake. As required by state law, an Underground Service Alert notification will also be submitted. Landing mats will be used to minimize drill rig tire tracks on the lawn. We will log the borings from a continuously collected sample core and evaluate vertical offsets of geologic strata, if any, between the borings. We will ask the college's surveyor to map the borehole locations and determine ground surface elevations at those locations. We will also hand excavate and prepare a graphical log of a short section of the anomalous bluff face feature, located slightly above Shoreline Drive near the southern SBCC property corner.

We will prepare a regional fault location map and a geologic map of the site and vicinity, showing the building footprint. Two geologic cross-sections will also be prepared.
We will utilize the programs EQSEARCH, EQFAULT, and FRISKSP to develop data related to prioritizing the faults most likely to generate site shaking, peak horizontal ground acceleration, and other seismic parameters. As specified by the 2007 California Uniform Building Code (CBC), the US Geological Survey’s Ground Motion calculator will be used to determine seismic coefficients for the site, including the spectral response accelerations and the general design spectral acceleration parameters. Soil boring data (SPT values) gathered from our borings and from previous work by Pacific Materials Lab will be used to determine the current depth to groundwater and the classification of the soil profile that will be used to develop the CBC seismic coefficients. Site specific ground motion analysis will be performed using deterministic and probabilistic methods. We will provide the deterministic lower limit and the design response spectra.

Task 3 - Report

As our final product, we will prepare a report that will identify geologic hazards affecting the building site, including an analysis of site seismic hazards. We will review and comment on data in the geologic sections of the City and County of Santa Barbara Seismic Safety Elements as they pertain to the site. Our report will not include an analysis of liquefaction or ground settlement hazards, since Pacific Materials Testing Laboratory has evaluated those hazards in the 2008 report. We also assume that the project civil engineer will evaluate flooding and surface water control as needed.

The 1974 report concluded that no surface rupture hazard affected the site, but did not identify the anomalous bluff face feature. If the borings do not confirm the absence of a fault with a surface rupture hazard at the building site, we will recommend additional field work in a separate proposal. Exploratory trenching or a geophysical survey are two field methods that could be considered.
FEES

Our fees are tabulated below by task:

Task 1 – Aerial Photo Evaluation/ Preliminary Mapping/Coordination
   Aerial Photographs/DEM Image $600
   Evaluate map and photo features 500
Subtotal Task 1:                        $1,100

Task 2 – Map Preparation/Computer Analysis/Field Work
   Principal Geologist          $1,560
   Project Geologist            1,530
   Field Technician             1,440
   Computer Program Charges     350
   Hollow Stem Auger Rotary Drill Rig (2 days) 5,776
   Hole Plug                    100
Subtotal Task 2:                        $10,756

Task 3 - Report
   Principal Geologist          $3,720
   Project Geologist            1,890
   Clerical                     450
   Drafting                     550
Subtotal Task 3:                        $6,610

ESTIMATED TOTAL                        $18,466

Additional field work, grading plan review, hearings or meetings are not included in the costs estimated above. A separate budget can be developed in the future, if our services are required as the project progresses.

SCHEDULE, INSURANCE, TERMS, CONDITIONS

We expect to provide a report within three (3) weeks of completing field work. Based on the local drilling contractor's current schedule, we expect to complete field work within three (3) weeks of your authorization to start work. Upon your authorization of this proposal, we will determine the availability of other contractors on an expedited schedule and advise you of additional fees, if any, to accelerate the project.
Ms. Julie Hendricks  
Geologic Hazards Evaluation of Proposed Garvin Theater Remodel  
Santa Barbara City College  
November 6, 2008  
Page 5

We carry Workers' Compensation insurance as required by state law and general liability insurance in the amount of $1,000,000. A copy of our Standard Conditions is enclosed, with the modifications requested for our previous work on SBCC projects.

If the proposed scope of work, fees, and conditions are acceptable to you, please sign the authorization space below and return a copy to our office.

Sincerely,
Campbell Geo, Inc.

[Signature]

Steven H. Campbell  
Principal Geologist

Enclosures:  
Fee Schedule  
Modified Conditions

AUTHORIZATION: [Signature]  
DATE: 11/6/2008

cc: SBCC Facilities  
Attn: Mr. Joseph Sullivan
# FEE SCHEDULE

**PROFESSIONAL SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Geologist/Engineer</td>
<td>$120.00</td>
</tr>
<tr>
<td>Project Geologist/Engineer</td>
<td>90.00</td>
</tr>
<tr>
<td>Staff Geologist/Engineer/Professional</td>
<td>75.00</td>
</tr>
<tr>
<td>Master Technician</td>
<td>80.00</td>
</tr>
<tr>
<td>Field Technician</td>
<td>60.00</td>
</tr>
</tbody>
</table>

**Deposition, Hearing and Court Appearance**

- $1,500 per day (minimum)
- Preparation for Testimony (one hour minimum): $200.00

**ADMINISTRATIVE SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
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</thead>
<tbody>
<tr>
<td>Clerical/Administrative Manager</td>
<td>$55.00</td>
</tr>
<tr>
<td>Drafting</td>
<td>$75.00</td>
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</table>

**MISCELLANEOUS SERVICES/EXPENSES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost + 15%</th>
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</thead>
<tbody>
<tr>
<td>Laboratory Fees</td>
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<tr>
<td>Photocopies (per copy)</td>
<td>$0.20</td>
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<tr>
<td>Mileage (per mile) + time from portal to portal</td>
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<tr>
<td>Recovery Systems</td>
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<tr>
<td>Pump Rental (day)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Disposable Bailers (each)</td>
<td>$7.00</td>
</tr>
<tr>
<td>PID/OVA Rental (day)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Invoices will be submitted at the completion of work or at one-month intervals. Invoices are payable upon receipt. Invoices 30 days past due will be subject to a service charge of one and one-half percent (1½ %) per month from date of invoice.

Subcontractor services, consultant’s fees, equipment rental (i.e., drilling, bulldozing and trenching needed for subsurface investigations), aerial photographs, incidental expenses, and additional report copies (which shall include clerical time, photocopies, blueprints, etc.) are billed at cost +15%.

**Note:** Fees subject to annual cost of living increases.

Fees effective January 2008
CONDITIONS OF CONSULTANCY

This agreement shall be binding upon the heirs, executors, administrators, successors, assigns, partners and joint venturers of Client and Campbell Geo. Inc. (hereinafter referred to as "Consultant"). The individual or individuals signing this agreement warrant that they are authorized to enter into a binding agreement of this nature, and that no further action is required for the effectiveness of this agreement.

A. Relationship Between the Parties

1. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

2. This agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications or extensions of this agreement shall be in writing, executed by both Client and Consultant.

3. Consultant shall only act as an advisor in all governmental relations and shall have no further obligations unless specifically agreed upon in writing between Consultant and Client.

4. Client and Consultant agree to cooperate with each other in every way to complete the work for which Consultant was retained.

B. Work Product

1. Unless otherwise agreed to in writing, all original papers, documents, drawings, and other work product of Consultant and copies thereof, produced by Consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall be the joint and several property of Consultant and Client and may be used by Consultant without the consent of Client.

2. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that, absent a written agreement to the contrary, Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.

3. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to have and responsible for any such use of non-final plans, drawings, or other work product not signed by and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the Project described in this agreement. Such final plans, drawings or other work product may not be changed, altered or used on a different project without the prior written authorization or approval by Consultant.

C. Fees and Costs

1. Upon written request, Client shall promptly execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges that are necessary to perform the terms of this agreement.

2. Client shall pay the costs of permits, blueprints, and all other charges not specifically covered by the terms of this agreement. Should Client desire extra copies of reports or portions of Consultant's files pertaining to the Project, such copies shall be provided upon Client depositing with Consultant an estimated labor and materials charge for making the copies.

3. Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.

4. Unless expressly stated as being a fixed price contract in this agreement, all work by Consultant is on a time and materials basis only. Consultant’s time and the time of Consultant’s staff are billed in minimum increments of 0.25 hrs (15 minutes) for any task, irrespective of its duration. The time for all telephone calls relating to the Project is charged, including telephone calls with Client, governmental entities, other consultants, and other persons or entities related to the Project. From time to time, Consultant’s personnel may confer among themselves about Consultant’s Project. In such event, each person will charge for the time expended. Consultant’s fees are based on the current prevailing hourly rates. Consultant’s current hourly rates are set forth in the current Fee Schedule (enclosed with this agreement).

5. Consultant sends monthly statement setting forth the fees, costs, and expenses incurred on the Project. Client agrees that the periodic billings from Consultant to Client are correct unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged miscalculations, discrepancies, or errors in the billing. Client’s payment of Consultant’s statement must be received within thirty (30) days after the invoice date. For example, Client agrees to receive an invoice dated June 5 for May’s fees, costs, and expenses and Client’s payment is to be received by Consultant by July 5. Should Client’s payment not be timely made, Consultant reserves the right to immediately discontinue providing services under this agreement. Additionally, if Client’s payment of any statement is not timely received by Consultant, a service charge of 1.5% per month or 18% per annum will be charged on the balance due.

6. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a Voluntary Bankruptcy Petition seeking relief under United States Bankruptcy Code or if there is an involuntary Bankruptcy Petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been reformed, and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
This agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the Project is to be located. Client also agrees to separately provide Consultant with the name and addresses of any and all lenders who would loan money on the Project and who are entitled to receive a preliminary notice.

If Consultant, pursuant to this agreement, produces reports, plans, specifications, or other documents and/or performs field work, and such reports, plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by Client as extra work.

In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or otherwise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation. Any such increase shall be made on an annual basis subject to negotiations and agreement between the parties. In no event shall the amount be less than the amount charged for the prior year’s wages and benefits.

Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.

In the event that any of Consultant’s fieldwork is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of redressing the work shall be paid for by Client as extra work. Client acknowledges that the work performed by Consultant pursuant to this agreement is based upon field and other conditions existing at the time of preparation of Consultant’s work. Client further acknowledges that field and other conditions may change over time and that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field conditions or other changes.

In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. Client acknowledges if the Project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by Client as extra work.

**D. Liability of Consultant**

1. Client agrees to indemnify, hold harmless, and defend Consultant from any and all claims, costs, suits and damages, including defense costs and attorney’s fees arising out of Consultant’s use of plants, specifications, reports, studies or other documents and information provided Consultant either by Client, or at the Client’s direction, by a person or entity not a party to this contract.

2. Consultant is not responsible for delay caused by activities or factors beyond Consultant’s reasonable control, including but not limited to, delays by reasons of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information, approve or disapprove Consultant’s work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant’s reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.

3. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, or plan approvals, and building permits.

4. Prior to filing any action at law or equity, including an action for declaratory relief, the parties shall first attempt to mediate the dispute. If such mediation fails then the dispute shall be subject to binding arbitration which shall be held in Santa Barbara County utilizing the Santa Barbara Superior Court’s arbitration panel. Client waives the right to bring, try or remove such litigation to any other county or judicial district. The costs of mediation and arbitration shall be paid equally between the parties. The prevailing party shall be entitled to costs and reasonable attorneys’ fees not to exceed $0.000.00, which fees may be set by the arbitrator.

5. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, contractors, subcontractors, and sub-consultants hired by Consultant for Client.

6. Consultant makes no warranty, either express or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of engineering geologic practices in effect at the time of performance and under the direction of a registered professional engineering geologist.

7. In that event, the Client agrees to, permits or authorizes changes in the plans, specifications, reports, or documents prepared by Consultant pursuant to this agreement, which changes are not consented to in writing by Consultant. Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and their effects.

8. In the event Client discovers or becomes aware of changes field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the Project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications, or other changes to Consultant’s work, before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contract for the Project which requires the contractor to notify Client of any changes filed or other conditions so that Client may, in turn notify Consultant pursuant to the provisions of this paragraph.

9. Client agrees to limit Consultant’s liability to Client and to all contractors and subcontractors on any project by Client, due to professional negligence, acts, errors or omissions of Consultant to the sum of $50,000 or Consultant’s fees, whichever is greater.
E. Insurance

1. Consultant maintains workers' compensation insurance and commercial general liability insurance for bodily injury and property damage in the amount of $1,000,000. Certificates of Insurance will be provided to Client upon request. Consultant agrees to carry this insurance throughout the duration of the Project. Consultant shall not be responsible for property damage from any cause, including fire and explosion, beyond the amount of coverage of Consultant's general liability insurance and in effect to protect Consultant or Client at Client's sole expense. Client agrees to carry workers' compensation insurance for all employees and to obtain Certificates of Insurance upon request from all other contractors for such insurance as well as general liability insurance. Client shall carry general liability insurance for the Project and a reasonable amount of casualty insurance.

F. Water Issues

1. With respect to groundwater supply exploration projects, if more than one test hole, water well, or pump test is required in order to find a satisfactory source of water, or determine well or aquifer reliability. Client will be solely responsible for additional contractor and Consultant charges for the additional test holes, wells or tests.

2. Consultant's estimates of water quality or quantity available from a new or proposed well are not guarantees. Consultant's estimates are believed to be reasonably accurate, given available data, and are subject to the vagaries of weather, acts of God, pumping competition from neighbors and eventual mechanical failure of the well over time.

G. Witness Services

1. Client agrees that in the event Consultant is called as a witness in relation to any action concerning the Project or resulting from Consultant's retention that Client will pay Consultant's hourly rate for each hour expended for all appearances, travel time, and reasonable preparation therefore. Consultant shall also be paid costs of travel, accommodation and meals if applicable.

2. Client agrees that Consultant will not be designated as an expert witness within the meaning of California Code of Civil Procedure Section 2034 et. seq. for the purpose of any judicial or non-judicial hearing without the express written permission of Consultant.

3. In the event Consultant is called upon to testify or appear by subpoena or at the request of Client for any judicial or non-judicial hearing, including any appearance before any governmental agency, which Consultant had not specifically agreed to appear as provided in the scope of work defined herein for the Project, in that case Consultant shall be paid his standard hourly rate for testimony, travel time and preparation time. Consultant shall also be paid costs of travel, accommodation and meals if applicable. Consultant may refuse to appear for any such appearance if not compelled to do so by law.

H. Hazardous Materials and Subsurface Investigative Conditions

1. Hazardous materials encountered in borings or excavations will be left onsite, covered in plastic or in steel drums. The disposal of these materials will be the responsibility of the “Client” unless otherwise agreed in writing.

2. It is understood that site characterizations or evaluations may not fully delineate the plume or area of contamination, and that additional borings, over and above those proposed by the “Consultant” in this proposal, may be required. If the Client wishes the Consultant to proceed with that work, then the Consultant will charge the applicable hourly rates, if Consultant agrees in writing to perform those services.

3. It is understood that all contamination or contamination sources (tank, etc.) may not be found during a site characterization study. Client accepts that contamination or sources located between borings or other sample points are not the responsibility of the Consultant.

4. Client agrees to review boring locations and to advise Consultant of onsite utility locations. Consultant agrees to use standard utility location maps and services in order to determine utility locations in public right-of-way. Consultant will assume no liability for damage to or consequences from damage to buried utilities.

5. Consultant and Client agree that Consultant has not caused any hazardous conditions existing at this site and that Consultant fees do not reflect the potential loss or injury that may result from such conditions. Therefore, Client agrees to defend, indemnify, and hold harmless Campbell Geo, Inc., its employees, agents, directors and shareholders from any and all liability resulting from injury or loss by any party using out of our service provided under this contract, except insofar as such losses arise from Consultant's sole negligence. Consultant agrees to perform services in a professional manner in accordance with current standards of geologic engineering practice in the community.

6. Unless otherwise agreed upon in writing, Consultant upon termination of the Project, will backfill but not re-compact exploratory borings, test pits, trenches, sumps or excavations required to remove contaminated soil. With respect to “site assessment” for hazardous materials: (i) Consultant agrees to diligently pursue areas where contamination would be expected to be found. Consultant does not however, make any guarantees concerning contamination that may be present in areas not investigated; (ii) Consultant does not warrant that cleanup levels, procedures for completing work and/or cleanup cost recovery, programs established by governmental authorities will remain fixed over time. Consultant agrees to authorize subcontractors to clean up soil and groundwater contamination to the best of Consultant's ability and within standards generally prevalent in the industry. Consultant does not, however, warrant that all contamination will be removed at any given site, or that any “pockets” of contamination will not remain undetected.

7. Client agrees to accept all current and future liability for waste generated on Client's property or by Client's activities.
GROUP GUESTROOM RATE & BOOKING CONTRACT

DATE: 11/02/2008

FILEID: #010409sb

Mammoth Lakes
SHLO INN LOCATION
2963 Main Street
Mammoth Lakes, CA 93546

Robert Lunny
760-934-4500
robert.lunny@shloinns.com

CONTRACT ISSUED TO

GROUP NAME: Santa Barbara City College
PERSON(S) IN CHARGE: Ingrid Schmitz
ADDRESS:

BUSINESS TELEPHONE: 805.894.1175x2390
AFTER HOURS: 805.729.3532
FAX: 805.894.1175

CHECK IN DATE: 1/4/09
ARRIVAL TIME: 4PM
DEPARTURE DATE: 01/09/2009
CHECK OUT TIME: NOON

ROOMING LIST DUE: 12/27/09
INDIVIDUAL RESERVATION DUE: 12/27/09
ROOM BLOCK RELEASE: 12/28/09

BILLING INSTRUCTIONS

BILL TO: 

GUEST ROOM TAX  
FOOD & BEVERAGE CONTRACT  
INDIVIDUAL RESTAURANT CHARGES  
INDIVIDUAL LOUNGE CHARGES  
MISC. CHARGES  
BAGGAGE HANDLING  
$ PER PERSON IN & OUT  
OTHER  
GUEST PAYS AT CHECKOUT

GUESTROOMTAX  
MISC. ROOM CHARGES  
INDIVIDUAL RESTAURANT CHARGES  
INDIVIDUAL LOUNGE CHARGES  
ROOM TELEPHONE CHARGES  
BAGGAGE HANDLING  
$ PER PERSON IN & OUT  
OTHER  
PREPAID  
DIRECT BILL/INVOICE  
DIRECT BILL/INVOICE

METHOD OF PAYMENT

PREPAID  
DEPOSIT MANDATORY  
BALANCE AT: CHECKOUT

APPROVED CREDIT APPLICATION MUST BE ON FILE  
VISA  
MASTERCARD  
DISCOVER CARD  
AMERICAN EXPRESS  
DINERS CLUB  
OTHER:

CREDIT CARD NO:  
EXPIRATION DATE:  
NAME (PRINT):  
ADDRESS:  
AUTHORIZED SIGNATURE: 

GUESTROOM COMMITMENT

GUESTROOM TYPE  
PER ROOM  
SUN  
MON  
TUE  
WED  
THUR  
FRI  
SAT  
1/01/09  
1/02/09  
1/03/09  
1/04/09  
1/05/09  
1/06/09  
1/07/09

Two Queen  
1-4  
10  
10  
10  
10  
10  
2  
$130.00  
10  

King  
1-4  
0  
0  
0  
0  
0  
0  
$130.00  

EXTRA PERSON CHARGE $20.00 Per Night  
ROLL AWAY CHARGE $15.00 Per Night

RATE PER ROOM TYPE  
TOTAL # ROOMS  
ROOM TAX 13.00%

TOTAL ROOM NIGHTS 50

Room rates, availability of guestrooms, and all terms of this contract are subject to the contract being accepted, signed by the financially responsible person for the organization/group, and returned to the issuing Shilo Inn by 11/15/2008.

A deposit amount of $1,489.00 is due by 01/04/2009. Total payment is due 01/09/2009. A service charge of 1.5% (or the state's legal limit) will be charged for final payment received after the payment due date. Guestrooms committed to this contract are reserved until 30 days prior to check-in date. Cancellation of guestrooms is subject to the cancellation policy, item 8, or the reverse side (or 2nd page) of this contract. Cancellation date: 12/27/2008. Preliminary reservations are due 12/27/2008, advising of changes as they occur. Hotel guestroom-committed Block Review Dates: 11/10/2008 / 12/08/2008 / 12/25/2008.

Signature:  

DATE: 11/06/2008

ASSOC DEAN PHYS ED
waterfall mobile

Waterfall AlertU Services Agreement
APPENDIX A

FEES AND ADMINISTRATION

1. **User Fees:** Waterfall will waive the User Fees for the Client. Such license shall permit Client to offer the AlertU service to its potential Subscribers system-wide to the California Community College Students, Faculty and Staff.

2. **Set Up and Training Fees:** Waterfall will waive the Set Up and Training Fees for the Client.

3. **Advertising And Sponsorship:**

   **Sponsorship.** Client acknowledges and agrees that AlertU has been offered to Client at the price described in this Exhibit based on Waterfall’s ability to sell a sponsorship for Client’s use of AlertU. To that end, Waterfall may market and sell sponsorships for Client’s use of AlertU, including without limitation, including quarterly test messages from the sponsor on test messages delivered to Subscriber’s mobile devices and on promotional materials produced by Waterfall to promote AlertU. Waterfall shall use commercially reasonable efforts to ensure that (a) any promotional message on a quarterly test Alert will be secondary to the Client Content in the Alert and will not be false or misleading, (b) sponsorship will not be included in any real emergency Alert, (c) a sponsor of Client’s use of AlertU will be an entity that will not tend to materially damage Client’s image or bring Client in ill repute; and (d) that the sponsorship of AlertU for the Client will adhere to all policies of the Client and any applicable local, state or federal laws. Waterfall shall be solely responsible for managing the sponsorship program and shall be entitled to keep all revenue generated through the sale of advertising or sponsorships on AlertU to defray the costs of providing AlertU to the Client. The Client will have the right to review the sponsorship prior to Client rollout, including the review of the sponsor and the overall Client rollout plans. Prior to Client rollout of AlertU, Client must provide notification to Waterfall if any elements of the sponsorship are deemed to be in conflict of any of the above sponsorship limitations. Waterfall will have the right to adjust the sponsorship marketing if Client disagrees with any elements of the sponsorship marketing.

   **Marketing.** The parties will meet and mutually develop a marketing plan to encourage individuals affiliated with the Client to become Subscribers. Such marketing plan will define each party’s responsibilities for marketing AlertU. At a minimum, Waterfall will work with and provide the Client signage for the Client’s website, as well as design templates for hardcopy signage, to be distributed throughout Client’s campus.
APENDIX B

PARTICIPATION

APPENDIX B will opt __________ (“CCC Member College”) into the selected program under the administration of the Foundation for California Community Colleges’ system-wide agreement with Waterfall Mobile, Inc. (“Waterfall”) for use of its AlertU services for mobile emergency communications. The provision of the Waterfall Mobile AlertU services for the CCC Member College will be governed by the Waterfall AlertU Services Agreement executed by the Foundation for California Community Colleges. Participation will require a twelve (12) month commitment for (non-exclusive) use of AlertU at the CCC Member College. Please select one of the three options below for the CCC Member College:

1. ☑️ System Wide Sponsorship Opt In - We (the CCC Member College) will participate in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU. It is acknowledged and agreed that AlertU has been offered to CCC Member College at no cost through a California Community College system-wide corporate sponsorship for CCC Member College’s use of AlertU. Such license shall permit CCC Member College to offer the AlertU service to its potential Subscribers, up to ______ total Subscribers.

2. ☐️ Regional Sponsorship Opt In - We (the CCC Member College) will participate in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU. We (the CCC Member College) decline the California Community College system-wide corporate sponsorship, and choose to provide a regional sponsorship. CCC Member College acknowledges and agrees that AlertU has been offered to CCC Member College at no cost through a regional corporate sponsorship at the client’s discretion for the CCC Member College’s use of AlertU. Such license shall permit CCC Member College to offer the AlertU service to its potential Subscribers, up to ______ total Subscribers.

3. ☐️ Paid Fee Opt In - We (the CCC Member College) will participate in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU. We (the CCC Member College) choose to pay a fee for the use AlertU. Potential Subscribers shall be subject to User Fees of $1 per subscriber per year. Waterfall will remit to the Foundation for California Community Colleges an annual payment of $0.02 per Potential Subscriber for all CCC Member Colleges choosing the Paid Fee Opt In for AlertU. “Potential Subscribers” is determined by the CCC Member College’s total population of Students, Faculty and Staff. Such license shall permit CCC Member College to offer the AlertU service to its potential Subscribers, up to ______ total Subscribers.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date first written above.

WATERFALL MOBILE, INC.:

By (sign):

Joseph E. Sullivan
Name (print):

Vice President, Business Services
Title:

Date:

CCC MEMBER COLLEGE:

By (sign):

Name (print):

Title:

Date:
AIFS LONDON PARTNERSHIP PROGRAM AGREEMENT

LONDON BLOOMSBURY STUDY CENTER

SPRING SEMESTER 2009

This PARTNERSHIP PROGRAM AGREEMENT is made as of this____ day of________, 2008, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "The District" and the AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., a Delaware corporation, hereinafter referred to as "AIFS."

WHEREAS THE DISTRICT wishes to conduct an overseas study program in London, England, during the Spring Semester of 2009, and

WHEREAS AIFS has space available for such a program,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. TERM

The period of this Agreement shall be from the date of execution by both parties through 31 May 2009.

II. OBLIGATIONS OF THE DISTRICT

THE DISTRICT hereby agrees:

A. That it will conduct and operate an overseas study program in London, England, for the following periods:

                          Arrive London: Friday 30th January, 2009
                          Depart London: Friday 1st May, 2009

   The program will be organized in cooperation with AIFS. THE DISTRICT agrees not to cancel the Agreement with AIFS to make its own arrangements or to make alternative arrangements through another organization for the period covered by this Agreement.

B. That the AIFS program will be the only official semester abroad program of THE DISTRICT in LONDON during the period indicated.

C. That it will advertise the program using the materials provided by AIFS, and by THE DISTRICT, and recruit students to participate in the program.

D. That it will endeavor to recruit approximately 20 students for the spring semester. AIFS is able to accept more than this number; however, THE DISTRICT is under no obligation to recruit a minimum number of students.

   THE DISTRICT agrees not to cancel the program if a minimum enrollment of 20 students is achieved for the semester.

E. That it will confirm the number of students recruited for the spring semester and forward all in-house applications with an initial $450 deposit per student to AIFS by Friday November 14, 2008 in order that AIFS may begin the process of billing students for balances due. AIFS
may be able to accept students after this deadline, but airline and accommodation prices and availability cannot be guaranteed after this date.

F. That it will follow the enrollment procedures below:

1. Applications should be first sent to the College rather than directly to AIFS.

2. After being registered by THE DISTRICT, these applications will be forwarded by each college to the AIFS office promptly;

3. Student applications accepted by THE DISTRICT will be accepted and enrolled by AIFS in the order in which they are accepted for processing by THE DISTRICT.

G. That THE DISTRICT will appoint a resident faculty director and other faculty members as appropriate to carry out a full academic program for its students in London. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration, and granting of credit will be vested in THE DISTRICT and its designated representatives.

H. That THE DISTRICT will pay for all incidental expenses and supplies necessary for the academic functions of the program, including all telephone charges (other than initial installation charges) incurred in the operation of the program by the faculty director or made on his/her authority.

I. That THE DISTRICT will provide information on the residential facilities (homestays, shared apartments) furnished by AIFS. Only students with extraordinary and valid reasons (e.g. marriage, family accommodation available in London) should normally be advised to secure their own accommodation. Nevertheless, students shall not be required to contract for the housing provided by AIFS as a condition of admission to the program. In the event students do live in the facilities provided by AIFS, such students will enter into a standard individual contract with AIFS for housing, breakfasts (as applicable), and other services provided by AIFS. THE DISTRICT will in no way be liable to AIFS under the individual contracts entered into by and between the students and AIFS.

III. OBLIGATIONS OF AIFS.

AIFS hereby agrees:

A. That it will provide:

1) Accommodation in a shared homestay placement within a residential neighborhood of London in the inner 3 zones of the 6-zone London transportation system. Students will be housed in twin rooms as described in the program brochure and subject to the limitations therein for those students entering into a housing contract with AIFS for the Spring Semester 2009.

2) An option, for a supplemental fee of $900, accommodation in a supervised AIFS residence (shared studio/apartment) in travel zone 1 will be made available.

B. That in addition to housing the said students, it will provide:

1) Special membership of the University of London Union where students will be able to purchase meals, at their own cost.
2) Medical and AIFS program fee refund insurance, as outlined in the AIFS insurance brochure, in the AIFS contract with students and under paragraph P of this Agreement.

3) **OPTIONAL**: Extra Protection Insurance Coverage, including increased medical insurance and/or personal effects insurance, as outlined in the AIFS insurance brochure and in the AIFS contract with students.

4) An orientation program in London consisting of an orientation meeting, information packet, welcome reception and half-day sightseeing tour of London.

5) Access to the AIFS Student Center and services of AIFS Program Coordinator and Student Advisors.

6) Access to the student computer lab.

7) Classrooms available from 9am - 5pm Monday through Thursday for the academic program.

8) Membership, with borrowing rights, of the local borough public library.

9) A London Transport pass, valid for unlimited use on buses and underground in travel zones 1 and 2 (zones 1, 2 and 3 for students who select the homestay option) for the duration of the program.

10) A cultural program of 3 x 1 day excursions to Cambridge, Bath and Stratford Upon Avon and an academic visits program to Shakespeare’s Globe theatre and guided visits of 3 museums and galleries.

11) Optional round trip transatlantic airfare (LAX - London - LAX) for each student (with associated airport transfer to and from central London) on the dates specified in the student program application at an additional cost of $470. This fee does not include mandatory U.S. government and airline-imposed departure taxes and fees (estimated at $430) or airline-imposed fuel surcharges for which students will be billed separately.

12) Optional internship placement for a $100 supplemental fee.

13) Publicity materials consisting of a generic program brochure, website and student program application (or DISTRICT provided agreed alternative application form), for use by THE DISTRICT in the promotion of the program.

14) Optional tour to Scotland for a supplemental fee of $625 per participant. The tour includes round trip train travel from London to Edinburgh, 3 nights hostel accommodation (1 night in Edinburgh, 1 night by Loch Ness, 1 night on the Isle of Skye), daily breakfasts, 2 dinners, and a 3 day tour of the Scottish highlands and islands by private bus with the services of a professional guide.

C. **PRICING**

1) That in return for the services set forth in paragraphs A and B, it will charge a fee of $7675, excluding air, per student, in a homestay and of $8575, excluding air, per student, in a shared apartment for the semester based on 20 program participants. These fees do not include a $250 refundable damage deposit, a $50 non-refundable application fee or any DISTRICT tuition fees, but do include a $250 DISTRICT administration fee (to be refunded to THE DISTRICT). The $50 application fee will be included in the price quoted on the student application form.
2) AIFS will reserve places at the above prices according to information supplied by students on their application form. If a student subsequently wishes to change his/her booking (for example, change of housing option) this will incur a change fee. Once airline tickets have been issued to students they can only be changed directly with the airline by the student once overseas – airline-imposed penalties usually apply.

3) Students applying after the application deadline of Friday 14 November 2008 can only be accepted on a space-available basis. Alternatively, late applicants may make their own travel arrangements.

D. That it can organize in any semester additional courses to be taught by adjunct British faculty, at a cost to be agreed. Alternatively, THE DISTRICT may contract directly with local faculty for such courses.

Should THE DISTRICT wish that such courses be organized, details are available upon request.

E. That it will provide THE DISTRICT with non-exclusive use of an office in the facilities of the London campus, equipped with telephone and sufficient work stations for every faculty member to use on their teaching days.

F. That it will provide at the University of London Union, Malet Street, London WC1 and/or in other neighboring facilities, non-exclusive use of classrooms between 9.00 am and 5.00 pm Monday to Thursday during the operation of the program. These classrooms will be shared with other institutions for which AIFS also makes arrangements, and AIFS shall work with THE DISTRICT faculty and the other institutions to establish equitable scheduling arrangements. Should there be occasions when these facilities are unavailable, AIFS will make other suitable arrangements.

G. That it will provide from its own staff a full-time Program Coordinator and Student Advisors to supervise residences and provide student support services, though not for the exclusive use of THE DISTRICT. These staff will be responsible for the non-academic supervision of students in cooperation with THE DISTRICT faculty and for liaison between THE DISTRICT and the other authorities responsible for the program.

H. That it will provide at Diirk House, Malet Street, London WC1E 7JN, shared administrative services of the Head of Academic Services to assist faculty with the preparation of course-related visits, teaching materials, etc.

I. That it will provide the FACULTY member assigned by THE DISTRICT with one free round-trip transatlantic ticket (LAX-London-LAX) on the following basis:

1) One ticket will be provided in return for 20 paying students who enrol on the program.

2) Tickets will be provided on flights as described in the program brochure and student program application, except that faculty can arrange with AIFS to fly on dates other than those indicated in the program brochure and student program application.

3) AIFS can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation
notification must reach AIFS by Wednesday 10 December, 2008, and s/he will need to pay a $100 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.

4) If tickets for faculty flights are not arranged through AIFS, AIFS will reimburse THE FACULTY the same amount as students are charged for the optional airfare.

J. That it will provide FACULTY assigned by THE DISTRICT with a London Transport pass, valid for unlimited use on buses and underground in travel zones 1 and 2 for the duration of the program and housing in a 2 bedroom furnished apartment.

L. That it will ask students to leave the residential facilities only with the agreement of the THE DISTRICT faculty director.

M. That it will arrange, provide and pay for all necessary utilities, cleaning and maintenance for all facilities, including housing, dining and academic space used by THE DISTRICT’s London Partnership Program.

N. That it will not charge THE DISTRICT a rental fee for the physical facilities to be supplied by AIFS to THE DISTRICT as set forth in paragraphs III G and H.

O. That it will operate a Refund and Cancellation Policy as follows:

Refunds other than when a program is cancelled:

- If a student’s application is refused, a full refund of all payment except for the non-refundable $50 application fee is made.

- If a student withdraws on or before Friday November 14, 2008, for the spring semester a full refund will be made less a $100 processing fee, the non-refundable $50 application fee and any non-refundable deposits paid by the student or by AIFS on the student’s behalf.

- If a student withdraws after Friday November 14, 2008, but on or before Wednesday 10 December, 2008 for the Spring Semester for any reason except medical covered by the Fees Refund and Medical Insurance Coverage, the $400 deposit and $50 application fee are forfeited, along with any non-refundable deposits paid by the student or by AIFS on the student’s behalf.

- If a student is forced to withdraw from the program because of covered medical reasons after Friday November 14, 2008, but before departure to London a full refund of all payments will be made, less the $100 processing fee, $50 non-refundable application fee and $210 insurance premium, through the Fees Refund and Medical Insurance Coverage which requires written proof of medical reasons provided by the student’s physician.

- Students withdrawing voluntarily for any reason after Wednesday 10 December, 2008, including withdrawals for medical reasons not protected under the Fees Refund and Medical Insurance Coverage, receive no refund of fees paid unless they are able to provide a qualified replacement student in which case they receive a full refund of all payments made less the $150 application and processing fees and any non-refundable deposits paid by the student or by AIFS on the student’s behalf. AIFS cannot arrange flights for substitutions arranged after Wednesday 10 December, 2008.

- Students are permitted to transfer their application from one semester program to a subsequent semester or a suitable alternative AIFS program on or before Friday 14 November, 2008. This would not be permitted should the level of transfers from the original program lead to that program's
enrollment levels falling below the minimum agreed number. Students must complete their enrollment within one year of their transfer.

- Students who are academically withdrawn by their home institutions after their applications have been processed by AIFS are subject to the standard refund policy.

- Once the program has started, students withdrawing receive no refund unless AIFS suspends the program.

Program cancellation:

It is understood that THE DISTRICT will not cancel a program if the necessary minimum number of students have been enrolled by Friday November 14, 2008, for the Spring Semester 2009.

- In the event that THE DISTRICT should cancel the program with the required minimum number of students after Friday November 14, 2008 for the Spring Semester, THE DISTRICT will be responsible for costs that cannot be recovered by AIFS. AIFS will deduct from students' fees the irrecoverable costs and will refund the balance of fees paid by the students to THE DISTRICT.

In the event of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to the UK, or if they are already in the UK to leave it, AIFS will:

- If the program has not started, cancel the program and refund all fees paid.

- If the program has started, suspend the program and fly the students home. Students will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less the $50 application fee, the $400 enrollment deposit, a $150 insurance premium, and any costs incurred flying the student home.

P. That it will maintain liability insurance coverage during the term of this Agreement with the following minimum coverage:

Underlying limit of liability (combined for both bodily injury and property) $1,000,000

Excess Liability Coverage $50,000,000

Total Liability Coverage $51,000,000

IV. INDEMNIFICATION

AIFS hereby agrees to indemnify and hold THE DISTRICT harmless for any and all liability, obligation or expense incurred by THE DISTRICT and arising from any wrongful or negligent acts or omissions of AIFS, its employees or agents in connection with the performance of this Agreement. THE DISTRICT hereby agrees to indemnify and hold AIFS harmless for any and all liability, obligation or expense incurred by AIFS arising from any wrongful or negligent acts or omissions of THE DISTRICT, its employees or agents in connection with the performance of this Agreement.

V. ASSIGNMENT

Neither THE DISTRICT nor AIFS may assign this Agreement without the prior written consent of the other.

VI. NOTICE
All notices required to be served upon THE DISTRICT shall be served by registered or certified mail, return receipt requested, to:

Corola Smith  
Director, Study Abroad  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109

All notices required to be served upon AIFS shall be served by registered or certified mail, return receipt requested, to:

Paul Watson, Senior Vice President  
AIFS College Division  
River Plaza, 9 West Broad Street  
Stamford, Connecticut 06902-3788

VII. CONSTRUCTION AND SCOPE

This Agreement shall be interpreted under the laws of the State of California, United States, and shall inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence in each term and provision of this Agreement and no term or provision may be modified orally or in any other manner than by writing signed by all the parties hereto or their respective successors in interest.

VIII. NOT CONSENT TO SUIT

The provisions, terms and conditions of this Agreement shall not be construed as a consent of the State of California to be sued because of such Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SANTA BARBARA CITY COLLEGE

By: ____________________________

As its: VICE PRESIDENT, BUSINESS SERVICES

Date: __________________________

Attest:

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

By: ____________________________

As its: Senior Vice President

Date: __________________________

Attest:
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 Company, Limited
      For India (India) -- Microsoft Regional Sales Corporation
      For People's Republic of China (China) -- Microsoft China (Company) Limited
      For Asia/Pacific, including Australia and New Zealand (APAC) -- Microsoft Regional Sales Corporation
      Hong Kong SAR-- Microsoft Regional Sales Corporation
      Taiwan -- Microsoft Taiwan Corporation
   
   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, 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.microsoftitetacademy.com that applies to Member's region or country. 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.microsoftitetacademy.com.
   
   k. Jurisdiction Defined is as defined in Section 12 based on the applicable region/country 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's 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 Microsoft’s prior written consent.

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, Microsoft’s entire liability 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) Microsoft’s obligations, 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, file 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. Region/Country-Specific Terms and Conditions. The following region/country-specific terms and conditions shall apply to Member as applicable based on the “Member” definition and based on the region/country Microsoft has “on record” under the Program for Member’s principal place of business —

```plaintext
for Members-USA

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.

for Members-LATAM

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.
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 country. 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.
```
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, EE, WE, and MEA

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 is located in the People's Republic of China (excludes for the purposes of this Agreement Hong Kong S.A.R., Macao S.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 Microsoft's option, 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-AAPC'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 Microsoft’s option, 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’s 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 Microsoft’s 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 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 the Philippines or elsewhere.

If Member is located in Singapore --

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 Sri Lanka --

Member warrants that it has obtained all necessary Exchange Control and other permissions and authorities from the regulatory authorities in Sri Lanka to effect the necessary payments to Microsoft.

If Member is located in Taiwan --

Jurisdiction Defined means this Agreement will be governed by and construed under the laws of Taiwan. The parties hereby designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement.

If Member is located in Thailand --

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 Thailand or elsewhere.

If Member is located in Vietnam --

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 Microsoft's 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 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 Vietnam or elsewhere.

By signing below, Member acknowledges that it has read and has agreed to be bound by the terms and conditions contained in the Agreement.

Member full legal name: ________________

By (signature): ____________________________ Date: ____________________________

Joseph E. Sullivan; Vice President, Business Services

E-mail address for notices to Member: ____________________________

Phone number: ____________________________

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Memorandum of Understanding
for
Discretionary Commercial Warrants Audits

Purpose of Agreement

This Memorandum of Understanding (MOU) is entered into this _____ day of
______, 20___, by and between the __________________ Community
College ("College") and the Santa Barbara County Education Office ("SBCEO") for the
reduction of the SBCEO's audits of commercial warrants from 100 percent to audits of a
selection of commercial warrants chosen at SBCEO's discretion.

Background

Education Code Section 85234 states that:
Each order drawn against the funds of a community college shall be numbered and shall state: (a) the
particular fund or funds of the district against which it is drawn, (b) the amount of the payment to be
made from each fund, and (c) the rate of salary and the period of service of any employee of the district
for whom an order is issued for payment of salary or wages. If drawn for any purpose other than the
payment of salaries or wages of district employees, the order shall be accompanied by an itemized bill
showing the separate items and the price of each.

Education Code Section 85235 states that:
Each order drawn against the funds of a community college district shall be transmitted to the county
superintendent of schools, and, if approved and signed by him shall become a requisition on the county
auditor. The county superintendent may prescribe alternative procedures for districts determined to be
fiscally accountable pursuant to Section 85266.

Education Code Section 85236 states that:
The county superintendent of schools may examine each order on community college district funds
transmitted to him, in the order in which it is received in his office. If it appears that the order is
properly drawn for the payment of legally authorized expenses against the proper funds of the district,
and that there are sufficient moneys in the fund or funds against which the order is drawn to pay it, he
shall endorse upon it "examined and approved," and shall, in attestation thereof, affix his signature and
number and date the requisition and transmit it directly to the county auditor, in the order in which the
order is received in his office. The county superintendent may prescribe alternative methods for districts
determined to be fiscally accountable pursuant to Section 85266.

One of the responsibilities of the SBCEO per Education Code Section 85236 is to
examine orders on community college district funds to ensure the order is properly
drawn. In the past, the SBCEO has required all districts to submit the authorizing
documentation behind each order, including an itemized invoice from the vendor.
SBCEO then audited the orders against the originating documentation.

SBCEO recognizes that there are widely varying levels of risk in the orders being
audited. It is also sensitive to the workload of the larger districts with regard to copying
all itemized invoices. As a result, the SBCEO will audit a selection, including a random
selection, of commercial warrants - as opposed to all commercial warrants - for districts
that it determines are eligible.
Eligible Community College Districts

Eligible community college districts will be districts where the business office staff—particularly the accounts payable staff—is experienced and whose employment with the district has been significant enough for SBCEO to assess the knowledge and accuracy of those preparing the district’s commercial warrants for payment.

It is understood and agreed that SBCEO will be relying on the internal control system of the district to ensure the validity and accuracy of those commercial warrants it will no longer be auditing. Therefore only those districts whose internal control systems are found by SBCEO to be operating as expected will be eligible.

General Roles and Responsibilities

In general, although SBCEO will be auditing and requiring supporting documents for a sampling of commercial warrants, the community college district understands that it will be assuming filing and archiving responsibilities for all documents supporting these payments. Refer to the governing board resolution “Responsibility for Retention of Commercial Warrants Documentation.”

SBCEO will:
- develop an eligibility checklist to be completed by the district that will document the criteria for participation in the discretionary commercial warrants audits;
- develop an internal control questionnaire to be completed by the district that will allow SBCEO to objectively assess the district’s internal control system;
- develop and provide the college with the SBCEO’s discretionary audit criteria;
- where additional warrants are chosen for audit, provide the district with a listing of those warrants;
- not release any commercial warrants until the related documentation has been audited;
- discuss with the district any problems or issues that might threaten the district’s eligibility to participate in the discretionary commercial warrants audits; and
- send a letter to the district’s external auditor regarding the district’s participation in the discretionary audit process.

District will:
- acknowledge that it is ultimately responsible for the legality and accuracy for all of its commercial warrants;
- hold SBCEO harmless for the legality and accuracy of its commercial warrants;
- each year, complete the internal control questionnaire provided by SBCEO;
- allow SBCEO access to its documentation files – if deemed advisable by SBCEO - at a time mutually acceptable to both the district and the SBCEO;
- provide the SBCEO with the college’s warrant register(s);
• provide the commercial warrant documentation as requested;
• warrant by resolution of the governing board that it will be responsible for
  retaining the underlying documentation for all commercial warrants in an
  organized and secure manner for a minimum period of four years, three of which
  must be in a hard-copy format; and
• provide the SBCEO with a copy of the governing board minutes approving this
  Memorandum of Understanding.

Terms of the Agreement

This Memorandum of Understanding will be valid for a period of one year to be renewed
each July 1 at the discretion of SBCEO. However, the Memorandum of Understanding
may be terminated without cause by the SBCEO at any time by delivering a written
notice of termination to the superintendent and governing board of the
SANTA BARBARA Community College District.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of
Understanding to be duly executed, such parties acting by their representatives being
thereunto duly authorized.

By (Authorized Signature for District)  By (Authorized Signature for SBCEO)

JOSEPH E. SULLIVAN  
Name (Printed or Typed)  

VICE PRES., BUSINESS S VCS  
Title  

Date  

Date

Prepared by School Business Advisory Services, 06/27/05-p06-R-2
07/Office-Wide/Discretionary Warrant Audits/Commercial Warrant MOU-Colleges.doc

Item 6.1-4
Page 3 of 3
11/22/08

3
RESOLUTION

OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 08-09

WHEREAS, the Santa Barbara City College District Board of Trustees on June 26, 2008,
adopted a tentative 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>English Composition &amp; Literature Hrly Classified Non-Instructional</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$12,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$12,000.00</td>
<td></td>
</tr>
<tr>
<td>Online College Hrly Class Instr. Aid</td>
<td>11000</td>
<td>100000-Academic Salaries</td>
<td>$14,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$14,000.00</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College
District this 20th of November 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea M. Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Resolution No. 17 (2008-09)

RE: Additional Revenue 2008-2008

WHEREAS, additional revenue not included in the 2008-2009 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.

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Budget Object</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Restricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BFAP Board Financial Assistance</td>
<td>12020</td>
<td>Board Financial Aid Assistance</td>
<td>862130</td>
<td>$72,290</td>
<td>12020</td>
<td>400000</td>
</tr>
<tr>
<td>Increase Grant to Award</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500000</td>
<td>$64,284</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total New Money</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$72,290</td>
<td></td>
<td></td>
<td>$72,290</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 20th day of November 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees

Item 6.2-b
11/20/08
Change Order

AIA DOCUMENT G701

OWNER (X)
ARCHITECT (X)
CONTRACTOR (X)
FIELD ( )
OTHER ( )

PROJECT:
PHYSICAL SCIENCE BUILDING RENOVATION

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

CHANGE ORDER NO: FIVE (5)
DATE: August 15, 2008

DSA APPLICATION NO: A03-109658
CONSTRUCTION CONTRACT NO: Bid #617

CONTRACT DATE: 07/14/07
NTP June 1, 2007

TO:
PAT MCCARTHY CONSTRUCTION, INC.
633 EAST VENTURA BLVD.
OXNARD, CA 93036

ARCHITECT:
KBZ ARCHITECTS, INC.
30 WEST ARRELLAGA STREET
SANTA BARBARA, CA 93101
The Contract is changed as follows:

Item 1) See PR#9 (dated 12-06-07) - Deletion of two (2) A Pendant linear fixtures. Delete two (2) A pendant linear fixtures. See attachment ER-1 dated 12/06/07. $599.40

Item 2) See PR#16 (dated 3/27/08) - 1.) Extend 120 volt circuit BB-5 to new J-box near CP-1 located in PS-129 near janitors sink (1/2"c, Z#12 THNN). 2.) Provide toggle switch disconnect in J-box. 3.) Connect CP-1 time clock furnished by plumber. $2,654.91

Item 3) See PR#17 (dated 3/28/08) - Provide ASCO model 821P004 solenoid valves to shut gas off at PS 207 and PS 208 per attachment PR-05 Drawing. Connect solenoid to emergency shut off switch per note A on Sheet E2.26 $4,652.33

Item 4) See PR#18 (dated 3/31/08) - Provide for the installation of one new emergency gas shut-off valve. It shall be located at the branch connection to the main gas pipe in PS-120. The emergency switch shall be similar to the one used at the upstairs classrooms. It shall be located in PS-120 on the common wall with the classroom (Gridline 6). Exact location to be dependent on existing conditions at wall. Provide label "EMERGENCY GAS SHUT-OFF RMS 116 & 117". $1,716.68

Item 5) See RFI-71 (dated 09 Jan 08) and RFI-071-R (dated 14 Jan 08). Contractor to install fire caulking that was not shown on the drawings. As a result of the installation of the fire caulking, the wall has to be repainted. $8,208.00

Item 6) See PR#23 (dated 04/23/08) – Contractor shall: (1) Lecture Hall contactor cabinet (RFI-098) to reduce the cost to replace contactor cabinet as outlined in the response to RFI-098 – do not replace Panel B, replace all existing circuit breakers including the main in Panel B and reconnect all fittings. (2) EF-1 (roof) chem. storage room electrical requirements (3) EF-2 electrical room exhaust fan – items to provide (4) EF-3A and 3B (roof) service labs – items to provide and (7) 2nd floor exterior exit signs – items to provide. $14,376.66

Item 7) See PR#027, dated (June 12, 2008) - Replace leaking water valve in room PS207. $1,378.90

Item 8) See PR#028, dated (June 12, 2008) - Add one (1) 12" type light fixture at each third floor stair landing. $1,462.34

Item 9) See PR#029, dated (June 16, 2008) - Add one (1) 'C' type light fixture at PS 111. Attachments: Sketch dated 06/16/08 and Memo dated 06/16/08 from Electrical Engineer. $670.30

Item 10) See PR#030, dated (June 18, 2008) - Delete the removal and replacement of concrete walk for installation of new fire sprinkler line shown on AR-13 dated 5/9/07. (-$1,533.00) Credit

Item 11) Removal and replacement of a strip of concrete at the Lecture Hall Patio beyond the area shown on Sheet A-1.0, detail B on A-1.0 and Sheet A-1.1. $4,934.52

Item 12) See PR#31, dated (June 18, 2008) - Line recess for fan coil units FC5A and FC5B with 5/8” Type X gypsum board. $810.00

Item 13) See PR#32, dated (June 25, 2008) - Delete Clock System in its entirety. (-$7,728.00) Credit

Item 14) Reference RFI-122: PS-205 Ceiling - Delete the requirement for the ceiling and provide a credit. ($1,727.25) Credit

Item 15) $50,000.00 Electrical Allowance Reconciliation:
-See Response to RFI 113, 113-1 and 113-2: Electrical Allowance by Mike Modugno, dated 5/29/08 –
Total of allowable expenses = $32,311.98
-See PCO-42, dated 7/24/08 – See Response to RFI1031 – 2" conduits had been removed and re-installed under CO#2 – These are smaller w/g conduits that were encased or embedded in site concrete and were damaged during concrete removal – systems affected included the Rain Bird System, courtyard lighting, conduits feeding planter receptacles and telecom and control conduits circuits running to the Lecture Hall and mechanical room. Work includes trenching, installation or circuit breakers, control panels, receptacles, conduits, wires, backfilling and compaction. ($14,600.46)
Allowance Spent = $32,311.98 + $14,600.46 = $46,912.44. (-$3,087.56) credit

Item 6.2-c
Page 2 of 6
11/20/08
Item 16) See PCO-43, dated 7/24/08 – RFI-26 – The new proposed underground route from the main telephone conduits is not possible due to existing footings. Reasonable re-route to resolve obstacles was approved. This was an unforeseen condition. $4,114.44


Item 18) See PCO-46, dated Reference RFI - 031: Blum & Sons - 08-058: Circuits in Room PS203, PS208, and PS205 - No wiring required. Extend adjoining circuit BA-15 to lights in rooms. Install one light switch per room. Motion switches not required because of the nature of the rooms. $2,921.40

Item 19) See PCO-48, dated 7/24/08 - Reference: Blum & Sons 07-738 and 08-346 - RFI -095 and RFI-106 - Simplex Fire Alarm substituted in lieu of the Contract FC1 systems. The redlined submittals returned from DSA added additional tamper flow switches at two locations. $4,786.67

Item 20) See PCO-49, dated 7/24/08 - Reference RFI-019 – Installation of emergency gas water shut off switches on wall in second floor rooms PS207, 208, 209. The valves will be located above the first floor ceiling with a ball valve upstream for service. Mushroom switches shall be located on the wall behind the teacher’s desk. $1,239.90

Item 21) See PCO-50, dated 7/24/08 - Reference: The swing of the door at Door 208 was changed. As such the hollow metal frame at opening 208 had to be reversed. $257.73

Item 22) See PCO-52, dated 7/24/08 - Reference RFI-072 - Contractor furnished and installed approximately 28LF of additional seat wall per as-built details and approximately 25LF of a new 3’ tall wall per as-built detail. $5,774.76

Item 23) See PCO-53, dated 7/24/08 - Reference RFI-038: There were a number of doors that were removed but there were no details in the plans as to what to do at this infill. Per RFI-038 it was determined that there were approximately 70 in feet of infill to be added. Contractor was advised to use 1/2” dia., A36 thread. Rod with 2-1/2” Embedment as shown on detail 13. $3,861.00

Item 24) See PCO-54, dated 7/24/08 - There was a new stem wall - 6-1/2” x 26 x 14’ added under the new stairs at each side of the lower landing to retain the planters (west stairs). $1,389.01

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was $ 3,449,497.00
Net change by previously authorized Change Orders $ 65,990.59
The (Contract Sum) (Guaranteed maximum Price) prior to this Change Order was $ 3,515,487.59
The (Contract Sum) (Guaranteed maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of $ 56,455.84
The new (Contract Sum) (Guaranteed maximum Price) including this Change Order will be $ 3,571,943.43

The Contract Time will be (increased) (decreased) (unchanged) by (16) days.
The Date of Substantial Completion as of the date of this Change Order therefore is (8/22/08)

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price, which have been authorized by Construction Change Directive.

ARCHITECT
KBZ Architects, Inc.
30 West Arrellaga Street
Santa Barbara, CA 93101

CONTRACTOR
Pat McCarthy Construction, Inc.
633 East Ventura Blvd.
Oxnard, CA 93036

OWNER
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-2394

BY: ___________________________    BY: ___________________________    BY: ___________________________
DATE: ________________________    DATE: ________________________    DATE: ________________________

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.
Change Order
AIA DOCUMENT G701

PROJECT:
PHYSICAL SCIENCE BUILDING
Renovation

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

TO:
PAT MCCARTHY CONSTRUCTION, INC.
633 EAST VENTURA BLVD.
OXNARD, CA 93036

OWNER (X)
ARCHITECT (X)
CONTRACTOR (X)
FIELD ( )
OTHER ( )

CHANGE ORDER NO: SIX (6)
DATE: October 13, 2008

DSA APPLICATION NO: A03-109658
CONSTRUCTION CONTRACT NO: Bid #617

CONTRACT DATE: 07/13/07
NTP June 1, 2007

ARCHITECT:
KBZ ARCHITECTS, INC.
30 WEST ARRELLAGA STREET
SANTA BARBARA, CA 93101
The Contract is changed as follows:

**Item 1** See PR#026R, dated (June 3, 2008) - Install emergency generator per revision drawings listed below. Repair roofing per Section 07521 - Attachments AR-19.0R dated 06/02/08, Structural Revision Drawing AR-19.0R dated 06/02/08, Structural Revision Drawing SR-5 dated 06/02/08, Structural Revision Drawing SR-6 dated 06/02/08, Plumbing Revision Drawing PR-11 dated 06/02/08, Plumbing Revision Drawing PR-12 dated 06/02/08, and Plumbing Revision Drawing PR-13 dated 06/02/08. **$18,923.04**

**Item 2** See PCO#40 received (October 2, 2008) - RFI-124, dated (May 08, 2008) & RFI 124-1, dated (May 09, 2008) - Pendant hung lighting and seismic bracing. **$4,308.93**

**Item 3** See PCO#56 received (July 28, 2008) – Install sink per PCO #56 **$2,686.74**

**Item 4** See PCO#58 received (October 9, 2008) - Reference CCD#10, dated August 28, 2008.
1. Install a starter disconnects to control fume hood exhaust fans in rooms PS208 and PS209. Install control circuit with labeled switch adjacent to fume hoods to control fans.
2. Install motor rated contactors in circuit for control each exhaust fan (EF 3A & 3B) at rooms PS 208 and PS 209. Install current sensor on power supply to fume hood exhaust fan (rooms PS 208 and 209) and interlock so that during interlock **$3,324.02**

**Item 5** See PCO#37 received (July 14, 2008) - Reference Blum and Sons #8-305 - Furnish and install required trench for (2) 2” conduits from Physical Science building to Lecture Hall. **$479.25**

**Item 6** See PCO#38 received (July 14, 2008) - Reference Blum and Sons #8-308 - Electrical Allowance item reviewed by Electrical Engineer and did not include Ground Bar Cold water bond. Furnish and install required trench for (2) 2” conduits from Physical Science building to Lecture Hall **$511.65**

**Item 7** See PCO#44 received (July 24, 2008) - Reference: Under the submittal review, a change was made for the supply of a 200A bolt on breaker. Although a PR was to have been issued, none was received. **$343.44**

**Item 8** See PCO#47 received (July 28, 2008) - Reference Architects Supplemental Instruction #002: Blum & Sons - 08-444 - The work was originally performed in accordance with the plans and specifications. On 23 Apr 08, the Architect issued supplemental instruction 002. As such the work that had been installed per original plans and specs need to be removed and re-installed in accordance with supplement 002. **$1,552.50**

**Item 9** See PCO#51 received (July 25, 2008) - Reference RFI-026 - Electrical: ERFI#14: Contractor is directed to Chip back concrete as far as possible (under direction of hazmat sub) until transition can be accomplished, enccase transition in concrete. **$756.00**

**Item 10** Credit for work not performed; student label holders. **(-$2986.85) credit**

**Item 11** Credit for work not performed; student locks per addendum #4. **($-3,447.36) credit**

**Item 12** Credit for work not performed; replace all hardware per addendum #4. **($-1,500) credit**

**Item 13** Settlement of Liquidated Damages for delay of project. **($20,000.00) credit**

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Not valid until signed by the Owner, Architect and Contractor.
The original (Contract Sum) (Guaranteed maximum Price) was $3,449,497.00
Net change by previously authorized Change Orders
The (Contract Sum) (Guaranteed maximum Price) prior to this Change Order was $122,446.43
The (Contract Sum) (Guaranteed maximum Price) will be (increased) (decreased) $3,571,943.43 (unchanged) by this Change Order in the amount of $4,951.36
The new (Contract Sum) (Guaranteed maximum Price) including this Change Order will be $3,576,894.79

The Contract Time will be (increased) (decreased) (unchanged) by (0) days starting 8/22/08.
The Date of Substantial Completion for this item only as of the date of this Change Order therefore is (8/22/08)

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price, which have been authorized by Construction Change Directive.

ARCHITECT
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CONTRACTOR
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Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-2394

BY:

DATE:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.