RESOLUTION
SANTA BARBARA CITY COLLEGE

APRIL 28, 2011

DR. BRIAN SARVIS
SUPERINTENDENT, SANTA BARBARA SCHOOL DISTRICTS

Whereas, Dr. Brian Sarvis committed his career to public education for the past 35 years leaving an outstanding legacy of service to students and the community.

Whereas, Dr. Sarvis was associated with the Santa Barbara School Districts for 11 years, the past seven years as superintendent, providing leadership and strategic direction for tens of thousands of students.

Whereas, Dr. Sarvis, as superintendent, strengthened the collaboration between the Santa Barbara School Districts and Santa Barbara City College, marking the K-12 and college partnership as one of the most outstanding in the state.

Whereas, Dr. Sarvis, through his involvement and encouragement, worked with Santa Barbara City College to expand the Dual Enrollment Program more than five percent in the last seven years, from 144 sections in 2004 to 177 sections in 2011.

Whereas, Dr. Sarvis, through his work ethic and activities, consistently demonstrated on a daily basis his commitment to the future of each and every student who came through the Santa Barbara School Districts, most of whom transitioned to the next steps of higher education.

Be it resolved that the Students, Administrators, Faculty, Staff and Board of Trustees of Santa Barbara City College City do hereby extend our appreciation to Dr. Sarvis for his dedicated service and commitment to the Santa Barbara School Districts, and the community.

Dr. Peter Haslund
President, Board of Trustees

Marty Blum
Member, Board of Trustees

Marsha Croninger
Member, Board of Trustees

Morris Jurkowitz
Member, Board of Trustees

Joan Livingston
Member, Board of Trustees

Lisa Macker
Member, Board of Trustees

Luis Villegas
Vice President, Board of Trustees

Nicole Ridgell
Student Trustee

Dr. Andreea Serban
Superintendent/President

Ignacio Alarcón
President, Academic Senate

Liz Auchincloss
President, CSEA

Item 2.1
4/28/11
Resolution
Of the Governing Board of the Santa Barbara Community College District

UPON THE OCCASION OF CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, classified school employees provide valuable services to the District and students of the Santa Barbara Community College District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified employees play a vital role in providing for the welfare and safety of Santa Barbara Community College District’s students; and

WHEREAS, classified school employees employed by the Santa Barbara Community College District strive for excellence in all areas relative to the educational community.

THEREFORE, BE IT RESOLVED, that the Santa Barbara Community College District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the State of California and in the Santa Barbara Community College District and declares the week of May 15-21, 2011, as Classified School Employee Week in the Santa Barbara Community College District.

PASSED AND ADOPTED by the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE DISTRICT this 28th day of April 2011 by the following vote:

Ayes:

Noes:

Absent:

Concur:

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

Item 2.2
04/28/11
The Charter for Compassion Project by the SBCC Middle East Studies Club and Co-Sponsored by Phi Theta Kappa

In our supposedly secular age governed by reason and technology, fundamentalism has emerged as an overwhelming force in every major world religion. Tensions between religious groups play an overwhelming role in world affairs today, especially with the advent of fundamentalism. Religious scholar Karen Armstrong reminds us in her book "The Battle For God" that at the core of every religion is the message of compassion which helps us discover meaning in our lives, not become the divisive battle that it has been made out to be in modern times.

This is where the Charter comes in to play. The "Charter for Compassion" is a document that was drafted by Armstrong and other religious leaders to promote the Golden Rule- "Do unto others as you would want done onto yourself." In 2008, Armstrong was awarded the TED Prize and $100,000 to start up her non-profit organization to spread the Charter for Compassion. The overarching goal of the initiative is to have schools, religious centers, cities, etc. adopt the Charter.

On April 12, 2011, the Middle East Studies Club and Phi Theta Kappa hosted an event in support of the "Charter for Compassion."

The April 12th event included the lecture Armstrong gave when she was awarded the TED prize and two special guest speakers: Professor Hyman Johnson of Comparative World Religions at Antioch University and Rabbi Lori Schneide from USC who talked about the importance of teaching Compassion and the distinction between Compassion and Tolerance.

The Charter for Compassion

The principle of compassion lies at the heart of all religious, ethical and spiritual traditions, calling us always to treat all others as we wish to be treated ourselves. Compassion impels us to work tirelessly to alleviate the suffering of our fellow creatures, to dethrone ourselves from the centre of our world and put another there, and to honor the inviolable sanctity of every single human being, treating everybody, without exception, with absolute justice, equity and respect.

It is also necessary in both public and private life to refrain consistently and empathically from inflicting pain. To act or speak violently out of spite, chauvinism, or self-interest, to impoverish, exploit or deny basic rights to anybody, and to incite hatred by denigrating others—even our enemies—is a denial of our common humanity. We acknowledge that we have failed to live compassionately and that some have even increased the sum of human misery in the name of religion.

We therefore call upon all men and women ~ to restore compassion to the centre of morality and religion ~ to return to the ancient principle that any interpretation of
scripture that breeds violence, hatred or disdain is illegitimate ~ to ensure that youth are
given accurate and respectful information about other traditions, religions and cultures ~
to encourage a positive appreciation of cultural and religious diversity ~ to cultivate an
informed empathy with the suffering of all human beings—even those regarded as
enemies.

We urgently need to make compassion a clear, luminous and dynamic force in our
polarized world. Rooted in a principled determination to transcend selfishness,
compassion can break down political, dogmatic, ideological and religious boundaries.
Born of our deep interdependence, compassion is essential to human relationships and to
a fulfilled humanity. It is the path to enlightenment, and indispensable to the creation of a
just economy and a peaceful global community.
BP 2745 BOARD SELF-EVALUATION

Reference: Accreditation Standard IV.B.1.e & g

The Board is committed to assessing annually its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

To that end, the Board has established the following processes:

- An ad hoc committee of the Board, appointed in the first half of the fiscal year, no later than the organizational Board meeting in December, will determine the instrument or process to be used in Board self-evaluation. This committee will be comprised of the Board president, vice-president and immediate past president, where possible. Any evaluation instrument shall incorporate criteria contained in these Board policies regarding Board operations, as well as criteria defining board effectiveness promulgated by recognized practitioners in the field.

- Once a process and instrument for evaluation have been approved by the Board and are being used, an ad hoc committee of the Board does not need to be appointed every year unless the Board as a whole decides that it wants a revision of the existing process and/or instrument.

- The process for evaluation shall be recommended to and approved by the Board.

- If an instrument is used, all Board members will be asked to complete the evaluation instrument and submit them to the Board president.

- The Board shall conduct its self-evaluation no later than May of each year.

- A summary of the evaluations will be presented and discussed at a Board session scheduled for that purpose no later than June of each year. The results will be used to identify accomplishments in the past year and goals for the following year.
# SHORT-TERM HOURLY APPOINTMENTS

All short-term appointments are limited to 19 1/2 hrs per week and 175 days per year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Position</th>
<th>Begin/End Date</th>
<th>Cost Center</th>
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<td>ALLEN, Eric</td>
<td>BC Lab Hourly Staff VI</td>
<td>3/16/11-4/15/11</td>
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<td>ASPINWALL, Martha</td>
<td>Art Hourly Staff VI</td>
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<td>YOUNGSTROM, Kendall</td>
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CONCERT CHOIR MUSICIANS

BAKKER, JO
BEATTY, RICHARD
BLUM, TOVE
BRODY, JANE
BROCK, CYNTHIA
DECKER, GLORIA
DEMETRIOU, ROBERT
DE WILD, ASTRID
ETZ, CANDACE
FEDERMAN, SHEILA C.
FOUCH, FRANCES
GARRETT, SUSAN
GILL, BROOKE
KETURI, HANNAH
KORTZ, JUTTA
KRAMER, KATHLEEN
LANGWORTHY, MARY ANN
McGARRY, JOANNE
McGOWAN, STEVE
McKEON, ALLA
MEDINA, TAYLOR
MEIER, MARCIA
MERSMANN, ANNE
NOLAN, LAURA
OHARA, ASUKA
OMORI, JULIETTE
PESTEL-RICKERT, SUSANNE
PETERSON JR, JOHN I.
PHILLIPS, LOIS
PICERNI, ANGELA
ROCHE, GABRIELLE
SHERMAN, MARCIA
SIU, JAMES
STANLEY, IRENE
STARK, PATRICIA REILLY
STARK, SAMUEL R.
STARK, SHANE

THOMPSON, DENNIS
TIFF, RICHARD
TRUJILLO, MIGUEL
WARDA, CHARLES
The Dual Enrollment Program at Santa Barbara City College
Presentation at the Board of Trustees Meeting
April 28, 2011

The Dual Enrollment Program at Santa Barbara City College expanded dramatically after a change in legislation (SB 292) in 1996 allowed colleges to collect apportionment for concurrently enrolled high school students. Recognizing the potential for program expansion that could benefit all stakeholders, college administrators consulted with faculty and student services staff, local high school teachers, administrators, students and their parents/guardians to determine the best way to construct a “win-win” model for all involved. The resulting dual enrollment model operates at the request of the high schools, providing both academic and career technical education (CTE) courses at six local high school sites. Additionally, high school students may come to the SBCC campus to take courses. The program has expanded from offering 144 sections of dual enrollment courses in 2003-04 to 177 sections in 2010-11. In fall 2010, 1,925 high school students in our local high schools enrolled in over 80 dual enrollment courses, 1,602 of which took these classes at their high school campuses. The SBCC Dual Enrollment program is the largest across the 112 community colleges in California.

SBCC dual enrollment courses are aligned through annual meetings with high school faculty, administrators, SBCC department chairs and deans. Many courses offered at the high schools are UC/CSU transferable and also satisfy college preparatory A-G graduation requirements. Therefore, dual enrollment courses may reduce the duplication of coursework and allow students to get a jump-start on college-transferable general education coursework. Furthermore, California resident dual enrollment students are exempt from tuition fees and may save significant time and money on their path to transfer and degree completion. A major goal of the Dual Enrollment Program is to develop curriculum guides and a structured set of dual enrollment courses to enable high school students to enroll in dual enrollment courses that enable them to complete a year or more of SBCC, UC and CSU general education requirements (IGETC) by the time they enter college.

In an effort to support the goals of SBCC and facilitate a seamless transition between secondary and post secondary institutions, a new Dual Enrollment Freshman Transition (DEFT) Initiative was developed two years ago. Through grant funding from the James Irvine Foundation and ongoing support of a SB 70 state grant, the DEFT program invites 9th graders at participating high schools (Carpinteria High School, Dos Pueblos High School, and starting next year, Santa Barbara and San Marcos High Schools) to sign up for a Professional Development Studies “Personal Planning” three unit, credit/no credit, elective course. The semester-long course in career exploration facilitates students’ college and career readiness, addressing three key questions: “Who am I? What do I want? and, How do I get it?” Students explore the fifteen industry sector pathways, research three career interests in-depth, build a desired lifestyle budget, and create an online ten-year plan.

Future plans are in development for students to take a one-unit follow-up course in 10th, 11th and 12th grade, respectively, to update their ten-year plan, explore appropriate college majors, financial aid, career development, and ultimately, enter college with an identified major, on the path to success. Ideally, students will work to complete at least 12 college units before high school completion. The DEFT initiative is one attempt to answer the call for equity and access to higher education for all student populations, to decrease the need for basic skills remediation, and to facilitate student degree/certificate completion and/or transfer readiness.
To: SBCC Board of Trustees  
From: Curriculum Advisory Committee  

At the March 21, 2011 meeting the Curriculum Advisory Committee approved the following:

**NEW Course Traditional**  
PD149A Academic Planning  

At the April 4, 2011 meeting the Curriculum Advisory Committee approved the following:

**COURSE Modification(s)**  
EHR101 Health Management Information Systems  
EHR102 Working with Health IT Systems  
EHR103 Fundamentals of Health Workflow Process Analysis and Redesign  
EHR104 Quality Improvement for Health IT  
EHR105 Health IT Planning and Leadership  

**PROGRAMS New and Modifications**  
Advanced Photo Design  
Skills Competency Award - New Program  

Alcohol and Drug Counseling  
Certificate of Achievement – Program Mod  

Alcohol and Drug Counseling  
Associate in Arts – Program Mod  

Associate in Arts American Sign Language  
Associate in Arts - New Program  

Culinary Arts  
Certificate of Achievement – Program Mod  

Culinary Arts  
Associate in Science – Program Mod  

Environmental Horticulture: Ecological Restoration and Management Emphasis  
Associate in Science - Program Modification  

Environmental Horticulture: Environmental Landscape Design Emphasis  
Associate in Science – Program Modification
Environmental Horticulture: Landscape Contracting C-27 License Emphasis
Associate in Science - Program Modification

Environmental Horticulture: Nursery and Greenhouse Technology Emphasis
Associate in Science - Program Modification

Health Care IT Workforce Training
Skills Competency Award - New Program

Photo Design
Skills Competency Award - Program Modification

Photo Design II
Skills Competency Award - New Program
PROPOSED NEW CONTINUING EDUCATION COURSES AND/OR COURSE MODIFICATIONS,
CONTINUING EDUCATION DIVISION

PROPOSED STATE-FUNDED COURSES FOR STATE APPROVAL

New Courses:
801141, Vocational ESL Landscaping Part I, A
801142, Vocational ESL Landscaping Part II, A

MAJOR COURSE MODIFICATIONS REQUIRING STATE APPROVAL
Modified Courses:
451122, Bead Creations I: For Older Adults, H
452068, Bead Creations II: For Older Adults, H
402218, Figure Drawing: For Older Adults, H

KEY TO FUNDING CODES
Courses coded with letters A through J are supported by state monies as follows:
A English as a Second Language (ESL)
B Citizenship for Immigrants
C Elementary and Secondary Basic Skills
D Health and Safety Education
E Persons with Substantial Disabilities
F Parenting
G Family and Consumer Science (Home Economics)
H Older Adults
I Short-Term Vocational Programs with High Employment Potential
J Workforce Preparation

0 Not eligible for state apportionment funding

Pending Approval by Curriculum Advisory Committee (CAC) on April 18, 2011
SANTA BARBARA CITY COLLEGE  
CONTINUING EDUCATION DIVISION  
CALENDAR 2011-2012

SUMMER 2011 TERM  
(8 weeks)

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>June</td>
<td>27</td>
<td>Mon</td>
<td>Summer Term begins</td>
</tr>
<tr>
<td>July</td>
<td>04</td>
<td>Mon</td>
<td>Independence Day Holiday</td>
</tr>
<tr>
<td>August</td>
<td>20</td>
<td>Sat</td>
<td>Summer Term ends</td>
</tr>
</tbody>
</table>

FALL 2011 TERM  
(10 weeks: Sept. 12 – Nov. 19*)

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept.</td>
<td>12</td>
<td>Mon</td>
<td>Fall Term begins</td>
</tr>
<tr>
<td>Nov.</td>
<td>11</td>
<td>Fri</td>
<td>Veteran’s Day Holiday</td>
</tr>
<tr>
<td>Nov.</td>
<td>19</td>
<td>Sat</td>
<td>Fall Term ends*</td>
</tr>
<tr>
<td>Nov.</td>
<td>24-27</td>
<td>Thu-Sun</td>
<td>Thanksgiving Holidays</td>
</tr>
<tr>
<td>Nov.</td>
<td>21-Jan. 8</td>
<td>Mon-Sun</td>
<td>No classes*; Winter break</td>
</tr>
<tr>
<td>Dec.</td>
<td>26-Jan. 2</td>
<td>Mon-Mon</td>
<td>Winter Holidays; SBCC offices closed</td>
</tr>
</tbody>
</table>

*AHS/GED/ESL & Other certificate/diploma program schedules may vary outside of standard term. Parent Education courses offered at PCWs outside 10 week term.

WINTER 2012 TERM  
(10 weeks: Jan. 9 – March 17*)

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan.</td>
<td>9</td>
<td>Mon</td>
<td>Winter Term begins</td>
</tr>
<tr>
<td>Jan.</td>
<td>16</td>
<td>Mon</td>
<td>M.L. King, Jr. Holiday</td>
</tr>
<tr>
<td>Feb.</td>
<td>17</td>
<td>Fri</td>
<td>Lincoln’s Day Holiday</td>
</tr>
<tr>
<td>Feb.</td>
<td>18-19</td>
<td>Sat-Sun</td>
<td>President’s Day Holiday Weekend</td>
</tr>
<tr>
<td>Feb.</td>
<td>20</td>
<td>Mon</td>
<td>Washington’s Day Holiday</td>
</tr>
<tr>
<td>March</td>
<td>17</td>
<td>Sat</td>
<td>Winter Term ends*</td>
</tr>
<tr>
<td>April</td>
<td>2-Apr. 7</td>
<td>Mon-Sat</td>
<td>Spring Break; no classes</td>
</tr>
</tbody>
</table>

*AHS/GED/ESL & Other certificate/diploma program schedules may vary outside of standard term. Parent Education courses offered at PCWs outside 10 week term.

SPRING 2012 TERM  
(10 weeks: April 9 – June 16*)

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>April</td>
<td>9</td>
<td>Mon</td>
<td>Spring Term begins</td>
</tr>
<tr>
<td>May</td>
<td>28</td>
<td>Mon</td>
<td>Memorial Day Holiday</td>
</tr>
<tr>
<td>June</td>
<td>16</td>
<td>Sat</td>
<td>Spring term ends*</td>
</tr>
</tbody>
</table>

*AHS/GED/ESL Program & Other certificate/diploma program schedules may vary outside of standard term.

<table>
<thead>
<tr>
<th>PO Number</th>
<th>Vendor</th>
<th>Description</th>
<th>Encumbered Amount</th>
<th>Creation Date</th>
<th>Cancelled</th>
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<tbody>
<tr>
<td>P0002581</td>
<td>Law Industries</td>
<td>Stanchions</td>
<td>$391.65</td>
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<tr>
<td>P0002582</td>
<td>Tri County Office Furniture Inc</td>
<td>Chairs</td>
<td>$6,692.69</td>
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<tr>
<td>P0002583</td>
<td>DLT Solutions Inc</td>
<td>Maintenance Renewals</td>
<td>$1,605.87</td>
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<td>P0002584</td>
<td>Dynamic Systems</td>
<td>Oracle Premier Support</td>
<td>$929.45</td>
<td>03/10/2011</td>
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<tr>
<td>P0002585</td>
<td>Troxell Communications Inc</td>
<td>Digital Visual Presenter</td>
<td>$766.69</td>
<td>03/10/2011</td>
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<td>P0002586</td>
<td>Carriage Works</td>
<td>Coffee Kiosk/Campus Center</td>
<td>$65,724.38</td>
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<td>Maplesoft</td>
<td>Support Renewal</td>
<td>$2,200.00</td>
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<tr>
<td>P0002588</td>
<td>Dell Marketing LP</td>
<td>Laptop, Case</td>
<td>$1,781.27</td>
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<td>P0002589</td>
<td>Dell Marketing LP</td>
<td>Toner for Dell 5100cn</td>
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<td>P0002590</td>
<td>Dell Marketing LP</td>
<td>Fujitsu Scanner</td>
<td>$1,335.66</td>
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<td>Vortex Industries Inc</td>
<td>Vision Lite Assemblies</td>
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<td>P0002592</td>
<td>Sehi Procomp Computer Products</td>
<td>HP Laserjet Printer</td>
<td>$916.88</td>
<td>03/16/2011</td>
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<td>P0002593</td>
<td>California Department of Public Health</td>
<td>Clinical Lab Registration</td>
<td>$100.00</td>
<td>03/17/2011</td>
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<td>P0002594</td>
<td>Source Medical Equipment</td>
<td>Centrifuges</td>
<td>$3,469.13</td>
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<td>Ecousable Inc</td>
<td>Custom Water Bottles</td>
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<td>P0002596</td>
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<td>Horticulture Shed Electrical</td>
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<td>P0002598</td>
<td>ABC Supply Company Inc</td>
<td>Skylights</td>
<td>$593.78</td>
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<td>P0002599</td>
<td>CAPP Associates Inc</td>
<td>Scan Forms</td>
<td>$244.69</td>
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<tr>
<td>P0002601</td>
<td>Aegis RapidText</td>
<td>ESL Videos Closed Captioning</td>
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<td>McKesson Medical Surgical Inc</td>
<td>IV Pumps</td>
<td>$11,832.00</td>
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<td>P0002603</td>
<td>Mechanical Engineering Consultants Inc</td>
<td>PS Rm 130 Engineering Svcs</td>
<td>$8,800.00</td>
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<td>Mechanical Engineering Consultants Inc</td>
<td>BC Bldg HVAC Engineering Svcs</td>
<td>$4,400.00</td>
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<td>Mechanical Engineering Consultants Inc</td>
<td>Gas Line Engineering Svcs</td>
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<td>Sehi Procomp Computer Products</td>
<td>CNEE Printers, Cartridges</td>
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<tr>
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<td>Bioft Chairs</td>
<td>$8,577.11</td>
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<td>P0002609</td>
<td>Power Machinery Center Inc</td>
<td>Electric Cart for P.E.</td>
<td>$10,307.33</td>
<td>03/28/2011</td>
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<td>P0002610</td>
<td>Pacific Mobile Structures Inc</td>
<td>Relocation of Mobile Kitchen</td>
<td>$2,349.46</td>
<td>03/28/2011</td>
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<td>$14,406.81</td>
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<td>P0002612</td>
<td>Docu Products Corp</td>
<td>Copiers</td>
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<td>P0002613</td>
<td>InterScholastic Trading Company LLC</td>
<td>Mobile Food Service Kitchen</td>
<td>$61,999.19</td>
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<td>Olympus America Inc</td>
<td>Microscopes</td>
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<td>ECCS Architectural Services</td>
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<td>Western Psychological Services</td>
<td>Response Forms</td>
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<td>P0002618</td>
<td>Riverside Publishing Company</td>
<td>Nelson-Denny Answer Sheets</td>
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<td>Apple Computer Inc</td>
<td>iPads, Cases, Keyboards</td>
<td>$11,497.35</td>
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<tr>
<td>P0002624</td>
<td>Oce North America</td>
<td>Toner, Developer</td>
<td>$1,171.24</td>
<td>03/31/2011</td>
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</tbody>
</table>
AUXILIARY ACCOUNTS  
Santa Barbara City College  
Fiscal Year 2010-2011

Beach Angels  
ACCOUNT TITLE

819842  
ACCOUNT NUMBER

Account Category:  
Fund 71 - Associated Students  
Fund 72 - Student Representation Fee  
Fund 79 - Sub Fund 01 - Special Trust  
Fund 79 - Sub Fund 02 - Co-Curricular

Student Life  
Organization/Club/Department

Amy Collins  
Individual Responsible/Position

Purpose of Account:  
See attached constitution

Source of Income (be specific):  
Fundraising + donations

Type of Expenditures Allowed (be specific):  
See attached list

Duration of account  
Year to year  
Disposition of balance at expiration:  Carry forward

2 Signatures are required for expenditures  
(PLEASE HAVE AT LEAST THREE SIGNATURES ON FILE)

<table>
<thead>
<tr>
<th>Date</th>
<th>Print/Type Name</th>
<th>Signature</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/18/10</td>
<td>Amy Collins</td>
<td>Amy Collins</td>
<td>OSL SPA</td>
</tr>
<tr>
<td>12/12</td>
<td>P. M. Miller</td>
<td>President</td>
<td>Advisor</td>
</tr>
<tr>
<td>12/12</td>
<td>Kaylee Leung</td>
<td>Treasurer</td>
<td></td>
</tr>
<tr>
<td>11/23/10</td>
<td>Amy Collins</td>
<td>Amy Collins</td>
<td>OSL SPA</td>
</tr>
</tbody>
</table>

Approvals:

Club Advisor (Clubs only)  
Date  
12/5/2010  

Department Head  
Date  
1/4/2011  

Controller  
Date  

- update June 2000  
1 H:be - 7/13/98 [Wu:TA-SigsForm]
AUXILIARY ACCOUNTS
Santa Barbara City College

Fiscal Year 2010-2011

Roller Hockey Club

ACCOUNT TITLE

Account Category:
- Fund 71 - Associated Students
- Fund 72 - Student Representation Fee
- Fund 79 - Sub Fund 01 - Special Trust
- Fund 79 - Sub Fund 02 - Co-Curricular

Student Life

Organization/Club/Department

Account Number
81 9843

ACCOUNT NUMBER

Fund 74 - Federal/State Financial Aid
Fund 75 - Scholarship/Loan Financial Aid
Fund 81 - Club Accounts

Amy Collins

Individual Responsible/Position

Purpose of Account:
See attached Constitution

Source of Income (be specific):
Fundraising and donations

Type of Expenditures Allowed (be specific):
Food, Travel costs, Hotel costs

Yr to Yr

Anticipated duration of account

Carry Forward

Disposition of balance at expiration

2 Signatures are required for expenditures
(PLEASE HAVE AT LEAST THREE SIGNATURES ON FILE)

<table>
<thead>
<tr>
<th>Date</th>
<th>Print/Type Name</th>
<th>Signature</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Remsin Jacob</td>
<td>Jacob</td>
<td>PRESIDENT</td>
</tr>
<tr>
<td></td>
<td>Chaz Donati</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Huss Gheis</td>
<td></td>
<td>Athler</td>
</tr>
<tr>
<td>10/10</td>
<td>Amy L Collins</td>
<td>Amy Collins</td>
<td>OSL SPA</td>
</tr>
</tbody>
</table>

Approvals:

[Signature]

Club Advisor (Clubs only)

Amy Collins 10/3/10

Student Activities Advisor (Clubs or AS Accts)

Amy Collins 3/1/11

Appropriate Vice President

Amy Collins 3/1/11

Superintendent/President

Amy Collins 3/1/11

*aj - update June 2000
LH:ba - 7/13/98 [Wd.TA-SigsForm]
## AUXILIARY ACCOUNTS
Santa Barbara City College

### EOPS - Transitions

**Account Title:**

- Fund 71 - Associated Students
- Fund 72 - Student Representation Fee
- Fund 79 - Sub Fund 01 - Special Trust
- Fund 79 - Sub Fund 02 - Co-Curricular

**Account Number:** 759630 - NEW

**Fund Categories:**
- Fund 74 – Federal/State Financial Aid
- Fund 75 – Scholarship/Loan Financial Aid
- Fund 81 – Club Accounts

**Organization/Club/Department:**

**Individual Responsible/Position:**

**Purpose of Account:** To provide financial support for student Transition Program

**Source of Income (be specific):** Private donations/SBCC Foundation

**Type of Expenditures Allowed (be specific):** Program expenses, student grants, book grants

**Disposition of Balance at Expiration:** Bridge Program

- **2 Signatures are required for expenditures**
- **One signature must be**
- **Clara M. Wright**
- **B. Farfaro**

### Table

<table>
<thead>
<tr>
<th>Date</th>
<th>Print/Type Name</th>
<th>Signature</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/15/11</td>
<td>Marsha Wright</td>
<td></td>
<td>Director</td>
</tr>
<tr>
<td>4/5/11</td>
<td>Noel Gaynes</td>
<td></td>
<td>SPA</td>
</tr>
<tr>
<td>5/25/11</td>
<td>Adolfo Corral</td>
<td></td>
<td>SPA</td>
</tr>
<tr>
<td>6/25/11</td>
<td>Ben Farfaro</td>
<td></td>
<td>Dean</td>
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</table>

### Approvals:

- **Club Advisor (Clubs only):**
  - **Length of Account:** 3/1/11

- **Department Head:**
  - **Length of Account:** 3/1/11

- **Controller:**
  - **Length of Account:** 3/1/11

### Notes:

- Update June 2000
- LH:ba - 7/13/98 [Wd:TA-SigsForm]

---

*Item 6.1-c*

Page 3 of 3

4/28/11
# Request For Proposal (RFP)

## FROM: SBCC

## TO: Compass Energy Solutions

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humanities</td>
<td></td>
<td>Remove and replace various VAV mixing box actuators identified as not working properly during the installation of the EMS.</td>
</tr>
</tbody>
</table>

**CES REPLY 3/2/11 -**

- Remove existing inoperable actuator and install SBCC provided new actuator
- Terminate per mfg recommendations
- Test actuator for proper operation and communication with controller
- Re-commission mixing box per SBCC requirements
- Check damper for proper operation and flow.

All work to be performed off-hours and coordinated with SBCC

Cost—

- $255.00 per two (2) each actuators on same mixing box installed at the same time.
- $240.00 per one (1) each actuator on mixing box.

**SBCC action:**

Accepted by [Signature]  Date 3/3/11

All applicable work to include prevailing wage rates.

Thank you
ATTACHMENT D
CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. 003

Customer: SBCC
Department: Facilities - Campus Development
Attention: Julie Hendricks

Project No. 6687 Contract No. 3 Site: Cluster 1

Title: SBCC Energy Management System (EMS)

I. REQUEST

(a) Requested by Irvin Weiingarten Of Compass Energy Solutions

(b) Description of change Repair and replace various defective actuators in Humanities building for proper operation of HVAC systems with new EMS as detailed in RFP #007 Rev A

Date: March 4, 2011

II. CES’s AGREEMENT

For all costs involved in this change including extensions of time herein requested CES proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

Cost-plus-Basis
"Not-to-exceed"
(Computed in accordance with provisions of this Agreement)

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time is requested.

COMPASS ENERGY SOLUTIONS by Fred Ghahramani Date: March 4, 2011

CUSTOMER APPROVAL:

Customer SBCC C

By Joseph Sullivan Date: 

Title Vice President Business Services

Contract Award $ 1,586,610.00
Previous Additions $ 250,975.00
Previous Deductions $ 00.00
Net Total $ 1,837,585.00

This Change $ 12,900.00
Total $ 1,850,485.00
AGREEMENT made as of the EIGHTH day of MARCH
in the year of 2011
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information) SANTA BARBARA CITY COLLEGE 721 CLIFF DRIVE SANTA BARBARA, CA 93109

and the Architect:
(Name, address and other information) CHARLES WOODBURN ARCHITECT 1724 CALLE PONIENTE SANTA BARBARA, CA 93101

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

For the following Project:
(Include detailed description of Project) REMODEL OF MODULAR BUILDING ECC 6

The Owner and Architect agree as follows.
ARTICLE 1 ARCHITECT’S RESPONSIBILITIES
§ 1.1 The services performed by the Architect; Architect’s employees and Architect’s consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner’s approval a schedule for the performance of the architect’s services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT’S BASIC SERVICES
§ 2.1 DEFINITION
The Architect’s Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE
§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE
§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE
§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE
The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT
§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT
§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
§ 2.8.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.8.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.8.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.8.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.8.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall be such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.8.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.8.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.8.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes, or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
§ 23.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 23.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 23.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 23.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 34 OPTIONAL ADDITIONAL SERVICES
§ 34.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 34.2 Providing financial feasibility or other special studies.

§ 34.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 34.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 34.5 Providing services relative to future facilities, systems and equipment.

§ 34.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 34.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 34.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 34.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 34.10 Providing detailed estimates of Construction Cost.

§ 34.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 34.12 Providing analyses of owning and operating costs.

§ 34.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 34.14 Providing services for planning tenant or rental spaces.

§ 34.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 34.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 34.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4  OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect’s Instruments of Service.
ARTICLE 5 CONSTRUCTION COST
§ 51 DEFINITION
§ 51.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 51.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 51.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 52 RESPONSIBILITY FOR CONSTRUCTION COST
§ 52.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 52.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 52.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 52.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:
.1 give written approval of an increase in such fixed limit;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 8.5; or
.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 52.5 If the Owner chooses to proceed under Section 5.2.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION
§ 7.1 MEDIATION
§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION
§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.
§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be
decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction
Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall
be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in
question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or
equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute
of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any
other manner, an additional person or entity not a party to this Agreement, except by written consent containing a
specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be
joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any
claim, dispute or other matter in question not described in the written consent or with a person or entity not named or
described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or
entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law
in any court having jurisdiction thereof.

§ 7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in
accordance with applicable law in any court having jurisdiction thereof.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of
or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to
either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION
§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be
considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of
performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of
services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the
Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of
services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses
incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services
and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for
services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated
for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the
remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the
Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other
party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating
the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for
the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed
prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section
8.7.
§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCHELLEOUS PROVISIONS
§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.
ARTICLE 10  PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
.2 fees paid for securing approval of authorities having jurisdiction over the Project;
.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.5 renderings, models and mock-ups requested by the Owner;
.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.7 reimbursable expenses as designated in Article 12;
.8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.
ARTICLE 11  BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of

(1 ZERO ) shall be made upon execution of this Agreement and credited to the Owner’s account at final
payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic
Services, Basic Compensation shall be computed as follows:

(Inset basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which
particular methods of compensation apply. If necessary.)

A STIPULATED FEE THE SUM OF WHICH IS $5,925.00 (FIVE THOUSAND NINE
HUNDRED TWENTY FIVE DOLLARS)

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for
Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Inset additional phases as appropriate.)

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percent (N/A: %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design:</td>
<td>percent (N/A: %)</td>
</tr>
<tr>
<td>Design Development Phase:</td>
<td>percent (100 %)</td>
</tr>
<tr>
<td>Construction Documents Phase:</td>
<td>percent (100 %)</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase:</td>
<td>percent (100 %)</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>percent (100 %)</td>
</tr>
</tbody>
</table>

Total Basic Compensation       one hundred percent (100.00% ) $5,925

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed
as follows:
§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of 

(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of 

(Identify the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.)

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within 

(Identify the months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.)

§ 11.5.2 Payments are due and payable 

(days from the date of the Architect's invoice. Amounts unpaid 

(days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.
ARTICLE 12 OTHER CONDITIONS OR SERVICES
(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

CHARLES WOODBURN ARCHITECT

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
# Certificate of Liability Insurance

**Producer:** Dealey, Renton & Associates  
**Address:** P. O. Box 18550  
**City:** Santa Ana, CA 92711-6550  
**Phone:** 714-427-5810

**Insured:** Charles Woodburn Architect  
**Address:** 1714 Calle Poniente  
**City:** Santa Barbara, CA 93101

**Date:** 03/08/2011

---

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

| A | General Liability | 6807328L375 | 01/05/11 | 01/05/12 | Each Occurrence: $2,000,000  
COLLAPSE TO RETRO PREMIS (IF OCCUR): $1,000,000  
MED EX (Any one person): $10,000  
PERSONAL & AD (Per occurrence): $2,000,000  
GENERAL AGGREGATE: $4,000,000  
PRODUCTS COMMOD. AGG: $4,000,000  

| A | Automobile Liability | BA7323L913 | 01/05/11 | 01/05/12 | Combined Single Limit $1,000,000  
BODILY INJURY (Per person): $5  
BODILY INJURY (Per occurrence): $5  
PROPERTY DAMAGE (Per accident): $5  

| B | Other Liability | DPS9689969 | 01/05/11 | 01/05/12 | $1,000,000 per claim  
$1,000,000 annual aggregate  
$5,000 per claim

**Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions**

Re: Renovation of ECC 6.  
Santa Barbara City College is Additional Insured as respects to General Liability coverage as required by written contract.

---

## Certificate Holder

**Santa Barbara City College**  
**Attn:** Julie Hendricks  
**Address:** 721 Cliff Drive  
**City:** Santa Barbara, CA 93109

**Cancellation:**  
Ten Day Notice for Non-Payment of Premium

---

**Signature:** [Signature]

---

**ACORD 25 (2001) 1 of 1**  
**#S280901/M280229**

---

**TMN © ACORD CORPORATION 1888**
BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4.
Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

1. The "bodily injury" or "property damage" for which coverage is sought occurs; and

2. The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily
injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
# SANTA BARBARA COMMUNITY COLLEGE DISTRICT

## BID TABULATION

**BID #671**

**Project:** ROOF REPLACEMENT (BOOKSTORE), RESTORATION (BC) AND REPAIRS (VARIOUS LOCATIONS)

**Date:** Tuesday, April 5, 2011  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addend #1</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Channel Islands Roofing</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>x</td>
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<tr>
<td>Rey-Crest Roofing (rejected:</td>
<td>$311,463.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>incomplete bid package)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Best Contracting</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Opened by:**  R. Morales  
**Bid Opening Attended by:** R. Morales, J. Hendricks  
**Copies Sent to:** Purchasing, A. Forbes, J. Hendricks, J. Sullivan
**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**BID TABULATION**

**BID #672**

Project: PHYSICAL SCIENCES ROOM 130 COOLING SYSTEM INSTALLATION

Date: Thursday, April 7, 2011  
Time: 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addend #1</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Grossman &amp; Sons</td>
<td>$27,545</td>
<td>N/A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Bid Opened by: Rob Morales
Bid Opening Attended by: R. Grossman, R. Morales, J. Hendricks
Copies Sent to: Julie Hendricks, Joe Sullivan, Alex Forbes, Purchasing
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addend #1</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shaw Construction</td>
<td>$66,570</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
</tr>
<tr>
<td>Gas Control Technologies</td>
<td>$79,440</td>
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<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>Hanly General Engineering</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Sansone</td>
<td>$67,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Bid Opened by: Rob Morales
Bid Opening Attended by: J. Hendricks, K. Pizano, B. Stoll, Janel
Copies Sent to: Alex Forbes, Joe Sullivan, Julie Hendricks, Purchasing
EASyMEDIX
Medication Dispensing Software
SOFTWARE LICENSE AND SERVICES AGREEMENT
Prepared for: ____________

This SOFTWARE License and Services Agreement ("Agreement") is made this the __da__
day of __March____, 2011 by and between PYRAMED HEALTH SYSTEMS of Berwyn,
Pennsylvania (hereafter referred to as "PYRAMED HEALTH SYSTEMS") and
Santa Barbara City College (hereinafter referred to as "LICENSEE"). The parties hereby agree as
follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, PYRAMED
HEALTH SYSTEMS hereby grants, a nontransferable, non-exclusive, limited use license to use
the Pharmedix Dispensing System ("EASyMEDIX"), installed at PYRAMED HEALTH
SYSTEMS's ASP location, which is described in the attached Schedule(s) under the heading
"EASyMEDIX Software", and is accessed remotely by LICENSEE only from LICENSEE'S
address. LICENSEE shall not (i) use EASyMEDIX to provide services under any other name
than that of LICENSEE; (ii) use EASyMEDIX to process the data or administer the plans of
third parties without Pharmedix prior written consent; (iii) modify or change EASyMEDIX; (iv)
reverse engineer, de-compile, or disassemble the EASyMEDIX; (v) convey EASyMEDIX in
any manner whatsoever to any third party; or (vi) allow any third party or affiliate who is not a
direct employee of LICENSEE to use EASyMEDIX.

2. Ownership of EASyMEDIX. PYRAMED HEALTH SYSTEMS retains title and ownership
of EASyMEDIX recorded on the original magnetic media and all subsequent copies of
EASyMEDIX, regardless of the form or media in or on which the original and other copies may
exist. This License is not a sale of the original EASyMEDIX, source code or any copy thereof.

3. Copy Restrictions. EASyMEDIX and the accompanying written materials are copyrighted.
Unauthorized copying EASyMEDIX, including EASyMEDIX that has been modified, merged,
or included with other EASyMEDIX, or the written materials, is expressly forbidden. You may
be held legally responsible for any copyright infringement that is caused or encouraged by
your failure to abide by the terms of this license. Subject to these restrictions, and if
EASyMEDIX is not copy-protected, you may make two copies of EASyMEDIX solely for
backup purposes. You must reproduce and include the copyright notice on the backup copies.

4. Termination. This License is effective until terminated. This License will terminate
automatically without notice from PYRAMED HEALTH SYSTEMS if the Licensee fails to
comply with any provision of this license. Upon termination you shall destroy the written
materials and all copies of EASyMEDIX, including modified copies, if any.

5. Update Policy. PYRAMED HEALTH SYSTEMS may create, from time to time;
update/enhance versions of EASyMEDIX SOFTWARE. PYRAMED HEALTH SYSTEMS will
make such updates/enhancements available to the LICENSEE who is current with Annual
Software Maintenance fees.

6. Confidentiality. Subject to any applicable disclosure requirements of the NJ Open Public
Page 1
Records Act, each party shall treat as confidential all information obtained from the other pursuant to this Agreement described on Schedule 1 attached hereto and incorporated herein or designated as "Confidential". Each party shall use its best efforts to ensure that its employees are aware of and comply with the provisions of this Section. PYRAMED HEALTH SYSTEMS may disclose confidential information to such subcontractor subject to subcontractor giving the LICENSEE an understanding in similar terms to the provisions of this Section. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

7. Warranties. PYRAMED HEALTH SYSTEMS warrants that it has clear title to EASYMEDIX, and that, for Three hundred and sixty five (365) days from System Installation ("Warranty Period"), EASYMEDIX shall perform substantially in accordance with PYRAMED HEALTH SYSTEMS’s user documentation. PYRAMED HEALTH SYSTEMS will provide system documentation to LICENSEE. In the event that during the Warranty Period EASYMEDIX does not substantially conform to PYRAMED HEALTH SYSTEMS’s user documentation, PYRAMED HEALTH SYSTEMS agrees to correct either EASYMEDIX or the user documentation, whichever is reasonably appropriate and provide updated user documentation to licensee. PYRAMED HEALTH SYSTEMS does not warrant that the operation of the System will be uninterrupted or error free. The LICENSEE is solely responsible for the accuracy and adequacy of the data entered into the System. Additionally, any and all warranties shall be null and void as to EASYMEDIX damaged or rendered unserviceable by: (1) the acts or omissions of non-PYRAMED HEALTH SYSTEMS personnel; (2) misuse, theft, vandalism, fire, water, or other peril; (3) moving, relocation, alterations or additions not authorized by PYRAMED HEALTH SYSTEMS

EXCEPT AS SET FORTH ABOVE, PYRAMED HEALTH SYSTEMS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO EASYMEDIX, THIRD PARTY SOFTWARE, HARDWARE AND/OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY LICENSEE.

PYRAMED HEALTH SYSTEMS SHALL NOT BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO THE OPERATION OR USE OF EASYMEDIX, THIRD PARTY SOFTWARE, HARDWARE AND/OR SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST LICENSEE BY ANY THIRD PERSON, EVEN IF PYRAMED HEALTH SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY PYRAMED HEALTH SYSTEMS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL; OR (III) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST PYRAMED HEALTH SYSTEMS MORE THAN THREE (3) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

IF ANY PROBLEM, OPERATIONAL FAILURE OR ERROR OF EASYMEDIX, THIRD PARTY SOFTWARE OR HARDWARE HAS RESULTED FROM ANY ALTERATION OF
EASYMEDIX, ACCIDENT, ABUSE OR MISAPPLICATION, THEN THIS WARRANTY SHALL BE NULL AND VOID, AT PYRAMED HEALTH SYSTEMS’S OPTION.

8. Third Party Services. In the course of providing services to LICENSEE PYRAMED HEALTH SYSTEMS may recommend for LICENSEE’s consideration the use of certain third party services providers including, without limitation, internet service providers, telephone service providers, software and hardware products, and e-mail filtering providers. LICENSEE understands and agrees that if it elects to use one or more third party service providers or products recommended by PYRAMED HEALTH SYSTEMS, LICENSEE shall look solely to such third party provider or providers to address any problems or omissions arising from their services. Under no circumstances shall PYRAMED HEALTH SYSTEMS be liable for any installation delays, service interruptions, network downtime, data corruption, product defects or malfunctions, or any other damages, claims, costs, expenses or fees incurred or suffered by LICENSEE as a result of the acts or omissions of any third party service providers or of such defective or malfunctions products, all of which shall be the sole responsibility of LICENSEE. In addition, LICENSEE understands and agrees that if PYRAMED HEALTH SYSTEMS is engaged by LICENSEE to perform any research or support services shall be billable to LICENSEE.

9. Limitation of Liability. PYRAMED HEALTH SYSTEMS AND ANY THIRD PARTY FROM WHOM PYRAMED HEALTH SYSTEMS HAS LICENSED SOFTWARE OR TECHNOLOGY WILL NOT BE LIABLE FOR LOST PROFITS, LOST OPPORTUNITIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES.

THE COLLECTIVE LIABILITIES OF PYRAMED HEALTH SYSTEMS AND ITS THIRD PARTY SUPPLIERS ARE SUBJECT TO THE LIMITATION OF LIABILITIES DESCRIBED IN THIS AGREEMENT. THIRD PARTY SUPPLIERS DISCLAIM ALL LIABILITY FOR CONSEQUENTIAL OR OTHER INDIRECT DAMAGES. THE THIRD PARTY SUPPLIERS ARE AN INTENDED BENEFICIARY OF THESE LIMITATIONS AND DISCLAIMERS AND THE LIMITATION OF LIABILITIES FOR PYRAMED HEALTH SYSTEMS AND ITS SUPPLIERS ARE NOT CUMULATIVE.

LICENSEE’S REMEDY AGAINST ANY PARTY FOR BREACH OF THIS AGREEMENT SHALL BE EITHER: (A) CORRECTION OF ANY ERROR OR DEFECT IN EASYMEDIX AS TO WHICH LICENSEE HAS GIVEN PRIOR WRITTEN NOTICE TO PYRAMED HEALTH SYSTEMS OR (B) REPLACEMENT OF EASYMEDIX INVOLVED.

10. Future Orders. Unless otherwise agreed to in writing by the parties, any and all future orders submitted by LICENSEE and accepted by PYRAMED HEALTH SYSTEMS shall be governed by the terms and conditions of this Agreement.

11. Payment. LICENSEE shall pay the sum of $1,500, which includes EASYMEDIX License, setup, activation, training, and maintenance for a period not to exceed 365 days at execution of contract.

12. Software Maintenance Services. In consideration of such services, LICENSEE shall pay to PYRAMED HEALTH SYSTEMS the Annual Software Maintenance Fee in the amount of $1,500.
The Annual Software Maintenance Fee shall be for one (1) year and may be renewed by Licensee for four (4) additional one year periods on the subsequent anniversary dates. The term may be renewed by Licensee by giving the other party ninety (90) days written notice prior to the expiration of the then current term. Payment for Annual Software Maintenance is due in advance of the year in which Software Maintenance services shall be rendered. LICENSEE agrees that the fee set forth above may be increased by PYRAMED HEALTH SYSTEMS by no more than six percent per year.

Maintenance services shall include comprehensive telephone support, which includes but is not limited to answering questions presented by LICENSEE and providing specific instruction on the operation of a portion of EASYMEDIX, PYRAMED HEALTH SYSTEMS’s portion of EASYMEDIX interface or certain third party software. PYRAMED HEALTH SYSTEMS shall provide periodic updates and enhancements to EASYMEDIX. PYRAMED HEALTH SYSTEMS will provide data warehousing and Oracle DBA services as part of PyraMED’s ASP Support Package. At PYRAMED HEALTH SYSTEMS’s option, such updates may be mailed to LICENSEE with installation instructions or may be conveyed by electronic telecommunications to LICENSEE’S System. LICENSEE agrees to promptly add all updates to the System. The hours of software support services shall be between the hours of 8:00 AM and 6:00 PM Eastern Standard Time, Monday through Friday. The parties agree that due to factors beyond PYRAMED HEALTH SYSTEMS’s control, PYRAMED HEALTH SYSTEMS may not be able to resolve all problems related to the System. However, PYRAMED HEALTH SYSTEMS agrees to make reasonable effort to resolve or correct such problems.


a. Assignability. This Agreement and all rights and obligations hereunder shall not be assignable by LICENSEE or PYRAMED HEALTH SYSTEMS except with the other party’s prior written consent. Any attempt to assign this Agreement by LICENSEE without PYRAMED HEALTH SYSTEMS’s written consent shall be null and void. A change in control of LICENSEE’S business shall be deemed an assignment subject to this paragraph. This Agreement shall be binding upon each party’s permitted successors and assigns. Furthermore, for the purposes of this Agreement, the acquisition of an equity interest in LICENSEE of greater than 25% by any third party shall be considered an “assignment”.

b. Entire Agreement. PYRAMED HEALTH SYSTEMS and LICENSEE each acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that this, and Licensee’s standard terms and conditions, are the complete and exclusive statement of the Agreement between them which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between them relating to this Agreement.

c. Governing Law. Any cause or action arising out of or related to this Agreement may only be brought in the courts of applicable jurisdiction in the State of California, and the parties hereby submit to the jurisdiction and venue of such courts.

d. Default. In the event that LICENSEE fails to cure, within thirty (30) days after written notice from PYRAMED HEALTH SYSTEMS, any obligation(s) under this Agreement, then LICENSEE shall be deemed in default of this Agreement; and, PYRAMED HEALTH
SYSTEMS may, at its sole option, immediately terminate this Agreement. Upon such termination, LICENSEE agrees to immediately cease and desist further use of EASYMEDIX and to return EASYMEDIX to PYRAMED HEALTH SYSTEMS, along with materials and documentation related to EASYMEDIX, and to destroy all of LICENSEE's copies of EASYMEDIX, including any archival copies of the EASYMEDIX.

e. Waiver. Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of same.

f. Severability. A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.

g. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, addressed to Donald D. Cipullo, Vice President of Finance and Treasurer, 1 Normal Ave, Montclair, NJ 07043, first class postage prepaid and addressed to the receiving party as set forth on page 1 of this Agreement.

h. Public Reference. LICENSEE consents to the public use of LICENSEE’s name as LICENSEE of PYRAMED HEALTH SYSTEMS is subject to approval by LICENSEE and will not be unreasonably withheld.

i. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party (“Force Majeure”) provided that such party gives the other party written notice thereof promptly and uses its reasonable efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

j. Risk of Loss. Risk of loss or damage to the System obtained by LICENSEE under this Agreement shall vest in LICENSEE or its representative when the System has been installed by PYRAMED HEALTH SYSTEMS and substantially conforms to user documentation.

k. LICENSEE Preparation. The System will be installed by PYRAMED HEALTH SYSTEMS. The LICENSEE shall have all things in readiness for installation, including, but not limited to, other equipment, connections and facilities for installation at the time the System is delivered. In the event the LICENSEE shall fail to have all things in readiness for installation on the scheduled installation date, the LICENSEE shall reimburse PYRAMED HEALTH SYSTEMS for any and all expenses caused by LICENSEE'S failure to have things in readiness, unless LICENSEE has notified PYRAMED HEALTH SYSTEMS at least five business days prior to the scheduled installation date. LICENSEE'S IS Department will work with PYRAMED HEALTH SYSTEMS personnel in preparing the necessary Data File for importing LICENSEE’S required student demographic information.

l. Corporate Authority. If LICENSEE is a corporation, then LICENSEE represents that it has
full power and authority and is duly authorized to enter into this Agreement and to consummate the transactions contemplated under this Agreement and this Agreement when executed constitutes the legal binding obligation of LICENSEE. LICENSEE and PYRAMED HEALTH SYSTEMS further represent that it has taken all of the necessary corporate action(s) in order to authorize and ratify the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

m. **Enumeration's and Headings.** The enumerations and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

n. **Obligations which Survive Termination.** The parties recognize and agree that their obligations under Sections 1, 6, and 8 of this Agreement survive the cancellation, termination or expiration of this Agreement. These same Sections shall apply for the duration of LICENSEE'S use of EASYMEDIX licensed herein or in any subsequent Addendum or Schedule incorporated into this Agreement.

o. **Applicability of Uniform Commercial Code.** To the extent this Agreement or any order entails the utilization of EASYMEDIX, third party software, hardware and/or Services, such items shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming Services as "goods" would cause an unreasonable result. This Agreement and the particular order shall control where there is a conflict between the Uniform Commercial Code and such order or this Agreement.

p. **In addition to PYRAMED HEALTH SYSTEMS other duties and obligations under this agreement, PYRAMED HEALTH SYSTEMS agrees to keep private and to secure any information provided by LICENSEE that is considered either individually identifiable Health Information ("IIHI") by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 ("HIPAA"), or Protected Health Information ("PHI") as promulgated in 45 CFR Part 164, Subparts A & E ("HIPAA Privacy Regulations") and 45 CFR Part 164, Subparts A,C & E ("HIPAA Security Regulations") and the Federal Educational Right to Privacy Act ("FERPA"). Contractor agrees to only use and disclose PHI (i) received from, (ii) used, created, received, maintained or disclosed by College, or (iii) otherwise associated with LICENSEE (collectively, "LICENSEE PHI") as required to perform the services outlined in this Agreement, which services may include the proper management and administration of this Agreement and data aggregation services for the health care operations of College. Contractor will not use or further disclose LICENSEE PHI other than as permitted under this Agreement and Contractor will use appropriate safeguards to prevent the use or disclosure of LICENSEE PHI for any reason other than as provided by this Agreement. Contractor agrees to promptly notify LICENSEE of any use or disclosure of LICENSEE PHI not permitted under this agreement. Contractor agrees to notify LICENSEE of its corrective actions to cure any breaches of this Section, HIPAA, or the HIPAA Privacy Regulations as soon as possible. Contractor understands that LICENSEE may terminate this Agreement immediately without liability to Contractor if PYRAMED HEALTH SYSTEMS actions are not successful in remedying the breach. LICENSEE may also report the problem to the Secretary of Health and Human Services. Contractor shall require any of its agents or subcontractors who receive LICENSEE PHI to be bound by the same restrictions and conditions set forth in this Agreement. Contractor agrees to comply with § 164.524 (Access of Individuals to PHI). 164.526 (Amendment of PHI) and
164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of LICENSEE PHI available to the Secretary of Health and Human Services or LICENSEE for purposes of determining the PYRAMED HEALTH SYSTEMS compliance with the HIPAA Privacy Regulations. After Contractor has completed working with or using LICENSEE PHI, Contractor agrees to return or destroy all LICENSEE PHI, if feasible, and if not feasible, Contractor agrees to continue to protect the LICENSEE PHI from wrongful uses and disclosures. If Contractor decides to destroy LICENSEE PHI under this Agreement, Contractor will maintain a record of the proper destruction of LICENSEE PHI or provide LICENSEE with notice and certification of proper destruction of LICENSEE PHI.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND ITS ATTACHMENTS.

AGREED TO:

LICENSEE: 

Pharmedix /Agent:

By: 
Title: 
Date:

PYRAMED HEALTH SYSTEMS /Agent:

By: Eric Wolgamott
Title: Chief Executive Officer
Date:

Schedule 1

The following is confidential information:

1. All EASyMEDIX end user documentation
2. All installation and training documentation
3. Clinical exam form libraries provided to the LICENSEE by PYRAMED HEALTH SYSTEMS
4. Software Release Notes (for different software versions, patches, upgrades, and enhancements)
5. Software pricing information
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CO-SPONSOR AGREEMENT

TECNIFICATE EVENT with
SANTA BARBARA CITY COLLEGE

JUNE 4, 2011

This Co-Sponsor Agreement ("Agreement") is between Santa Clarita Community College District ("District"), a California community college district and political subdivision of the State of California, and Santa Barbara City College ("SBCC"). District and SBCC are also referred to collectively as the "Parties" and individually as "Party."

In consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree as provided in this Agreement.

1. **SCOPE OF AGREEMENT.** District requires certain specialized services and is authorized pursuant to California law, including Education Code Sections 70902 and 88003.1, to contract for the specialized services. SBCC represents that SBCC has the proper training, skill, and experience, and is qualified, including any required license, permits, and certification, to perform its obligations pursuant to this Agreement. SBCC will invite a Chancellor's Office EWD Program to the Event specified below and offer relevant presentations ("Work"). SBCC shall perform and provide all labor, materials, supplies, and equipment necessary to complete the Work required by this Agreement, which Work shall be performed in accordance with the terms and conditions of this Agreement.

2. **DUTIES AND OBLIGATIONS.**

   A. **Event:** Tecnificate Event

   B. **Location:**
      Santa Clarita Community College District – Performing Arts Center
      26455 Rockwell Canyon Road
      Santa Clarita, CA 91355

   C. **Date(s):**
      June 4, 2011

   D. **Time(s):**
      10:00 am – 4:00 pm

   E. **SBCC Services:** SBCC and District will work together to plan and execute this Event. The following is a list of services SBCC will coordinate and provide. However, this list is not meant to be exhaustive and is simply a representative sample (further details are provided in Exhibit A):
      1. SBCC will pay its own costs associated with the Event.
      2. SBCC will coordinate speakers for the Event.
      3. SBCC will coordinate online marketing efforts and Spanish language media promotional alerts.

   F. **District Services:** District and SBCC will work together to plan and execute this Event. The following is a list of services District will coordinate and provide. However, this list is not meant to be exhaustive and is simply a representative sample (further details are provided in Exhibit A):
      1. District will arrange for use of the Performing Arts Center and pay all costs associated with such use.
3. **TERM OF AGREEMENT.** This Agreement shall commence on **April 28, 2011,** and shall continue in full force and effect thereafter until and including **June 4, 2011,** ("Term"), unless this Agreement is terminated during the Term as provided in Section 4.

4. **TERMINATION OF AGREEMENT.** The Parties may only terminate this Agreement by mutual agreement set forth in writing and signed by the Parties.

5. **INSURANCE.** SBCC agrees to maintain, in full force and effect, at SBCC’s expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance naming District and the District’s Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars ($1,000,000) including bodily injury, broad form property damage and the blanket contractual liability, written on an “occurrence” basis; (ii) Workers’ Compensation insurance as required by statutory insurance requirement of the State of California; (iii) Employer’s Liability with limits of not less than One Million Dollars ($1,000,000) per occurrence; (iv) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars ($1,000,000); and (v) Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000). **SBCC shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District’s approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation. Certificates of Insurance and Additional Insured Endorsements must be delivered to District prior to commencement of any Work under this Agreement.** All certificates shall be mailed to: Santa Clarita Community College District, Attn: Contract and Procurement Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355.

6. **INDEMNITY.**

   A. **Obligations of Parties.** Each Party ("Indemnifying Party") shall, to the fullest extent permitted by law and only in proportion to each Party’s respective liability, defend, indemnify, and hold harmless the other Party ("Indemnified Party") and the Indemnified Party's governing body, officers, employees, and agents from and against any claims, suits, and liability relating to this Agreement and arising out of any act or omission of, or caused by, the Indemnifying Party and/or the Indemnifying Party’s governing body, officers, employees, or agents. The Parties intend by the provisions in this Subsection 7.A. and hereby agree that where the Parties are jointly liable, each Party’s obligation under this Subsection to the other Party shall only be in proportion to each Party’s liability. Each Party is solely liable for any claims, suits, and liability arising out of the sole act or omission of, or caused solely by, that Party and/or its governing body, officers, employees, or agents.

   B. **Notice of Claim.** Where an Indemnifying Party is required by this Agreement to indemnify, defend, or hold harmless an Indemnified Party with respect to any claim by a third party, the Indemnified Party shall give prompt and reasonably detailed written notice of the circumstances to the Indemnifying Party, including, without limitation, the name of the third party and the amount of the third party’s claim.

7. **GENERAL PROVISIONS.**

   A. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties’ agreement. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

   B. **Applicable Law, Venue, and Interpretation.** This Agreement, and the Parties’ rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

   C. **Independent Contractor.** SBCC is retained as an independent contractor. SBCC and all of SBCC’s officers, employees, and SBCC service providers and agents are not officers, employees, or agents of District.
D. Compliance with Applicable Laws. In performing the Work, SBCC shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances applicable to the Work.

E. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

**District:** Santa Clarita Community College District  
Attn: Joe Klocko  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Phone: (661) 362-5181  
Email: joe.klocko@canyons.edu

**SBCC:** Santa Barbara City College  
Attn: Dr. Jack Friedlander  
721 Cliff Drive  
Santa Barbara, CA 93109  
Phone: (805) 965-0581 x2579  
Email: friedlander@sbcc.edu

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

---

**SBCC**

**BY:**

Signature of Authorized Representative  
Print Name JACK FRIELANDER  
Print Title EXECUTIVE VICE PRESIDENT, EDUCATIONAL PROGRAMS  
Date

---

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**BY:**

Signature of Authorized Representative  
Print Name SHARLENE COLEAL  
Print Title ASSISTANT SUPERINTENDENT/VP BUSINESS SERVICES  
Date

---

District Initiating Department  
Economic Development, CACT  

District Contact Name  
Joe Klocko  

District Contact Extension  
3111
EXHIBIT A

Tecnificate Event
Saturday, June 4, 2011

Team Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Doug Hersh</td>
<td>Dean - Educational Programs</td>
<td>805-965-0581</td>
<td><a href="mailto:Doug.hersh@sbcc.edu">Doug.hersh@sbcc.edu</a></td>
</tr>
<tr>
<td>Steve Wright</td>
<td>Director, NMEI</td>
<td>805-231-8444</td>
<td><a href="mailto:steve@wrightca.com">steve@wrightca.com</a></td>
</tr>
<tr>
<td>Joe Klocko</td>
<td>CACT Director, COC</td>
<td>661-362-3111</td>
<td><a href="mailto:jklocko@canyons.edu">jklocko@canyons.edu</a></td>
</tr>
<tr>
<td>Pete Bellas</td>
<td>Dean, Economic Development, COC</td>
<td>661-362-3144</td>
<td><a href="mailto:pete.bellas@canyons.edu">pete.bellas@canyons.edu</a></td>
</tr>
<tr>
<td>Steven Tannehill</td>
<td>SBDC Director, COC</td>
<td>661-362-3175</td>
<td><a href="mailto:steve.tannehill@canyons.edu">steve.tannehill@canyons.edu</a></td>
</tr>
<tr>
<td>John McElwain</td>
<td>VP, District Communication, Marketing and External Relations</td>
<td>661-362-3494</td>
<td><a href="mailto:john.mcelwain@canyons.edu">john.mcelwain@canyons.edu</a></td>
</tr>
<tr>
<td>Nicole Sherman</td>
<td>NMEI Program Assistant</td>
<td>714-334-0042</td>
<td><a href="mailto:sherman.nicole@hotmail.com">sherman.nicole@hotmail.com</a></td>
</tr>
</tbody>
</table>

Location Detail
Santa Clarita Community College District
Performing Arts Center ("PAC")
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

Event Schedule
10:00 a.m. PAC is available for set-up (crew call time)
11:00 a.m. Doors open, registration begins
11:30 a.m. Event begins
2:00 p.m. Catered break
2:30 p.m. Event Reconsvenes
4:00 p.m. Event ends

Room Setup/Requirements
650 capacity first floor, 200 capacity balcony
Area for interviews - Lobby w/ Logo signage in background
Two registration tables and chairs for staff
Area and tables for sponsor displays
Green Room for presenters (if needed)

Audio/Visual & Equipment Requirements
Podium on stage
Screen behind stage
Desktop computer, laptop connectivity and projector for PowerPoint presentations
Voice amplification:
For speakers: Lavalieres (2), wired microphone at podium (1)
For audience: Portable hand held microphones (3)

Sponsors
Santa Clarita Community College District
Santa Barbara City College

<table>
<thead>
<tr>
<th>Task</th>
<th>Action Needed</th>
<th>Lead Parties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>• Recruit regional sponsors</td>
<td>• COC</td>
</tr>
<tr>
<td></td>
<td>• Recruit national sponsors</td>
<td>• SBCC &amp; COC</td>
</tr>
<tr>
<td></td>
<td>• Secure raffle prizes</td>
<td>• SBCC</td>
</tr>
<tr>
<td></td>
<td>• Recruit speakers and panelists</td>
<td>• SBCC</td>
</tr>
<tr>
<td></td>
<td>• Invite college and elected officials to participate</td>
<td>• COC</td>
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<tr>
<td></td>
<td>• Identify facilities rep to assist on site</td>
<td>• COC</td>
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<tr>
<td></td>
<td>• Identify Spanish-speaking college staff to register attendees and circulate at event (4-6)</td>
<td>• COC</td>
</tr>
<tr>
<td>Timeframe</td>
<td>Task Description</td>
<td>Responsible Parties</td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------------------------------------------------------------------------</td>
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<tr>
<td></td>
<td>Determine if sponsor will fund caterer for refreshments</td>
<td>COC, COC, COC</td>
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<tr>
<td></td>
<td>Video Team to be arranged (TBD)</td>
<td>COC, SBCC</td>
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<td></td>
<td>Photographer to be selected</td>
<td>SBCC, SBCC</td>
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<tr>
<td></td>
<td>Obtain digital logos from contributing sponsors</td>
<td>SBCC, SBCC</td>
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<tr>
<td></td>
<td>Update website with date and location info.</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Set up 800 number to include on marketing pieces</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Draft media alert in English and Spanish</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Draft press kit</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Send media alert to John McElwain for approval</td>
<td>SBCC</td>
</tr>
<tr>
<td></td>
<td>Obtain bio/profiles of speakers, panelists and special guests for website</td>
<td>SBCC</td>
</tr>
<tr>
<td></td>
<td>Assist with translation of bios into Spanish and post to website</td>
<td>SBCC</td>
</tr>
<tr>
<td>3-4 weeks before event</td>
<td>Begin online &amp; phone registration</td>
<td>SBCC, SBCC, COC</td>
</tr>
<tr>
<td></td>
<td>Distribute media alert to Spanish language and local newspapers and periodicals, chambers, churches, etc.</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Promote via Telemundo and social media</td>
<td>SBCC, SBCC</td>
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<tr>
<td></td>
<td>Launch email marketing campaign</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Complete sponsor signage for lobby and stage</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Walk-through one week before event</td>
<td>SBCC/COC</td>
</tr>
<tr>
<td></td>
<td>Banners/signage promoting event and sponsors to PAC for set up</td>
<td>SBCC</td>
</tr>
<tr>
<td></td>
<td>Arrange for event to be promoted on COC's electronic marquees</td>
<td>COC</td>
</tr>
<tr>
<td><strong>Day of event</strong></td>
<td>Staff registration table (sign-in-sheets, name badges, give out raffle tickets)</td>
<td>SBCC/COC</td>
</tr>
<tr>
<td></td>
<td>Put up signage inside and outside</td>
<td>SBCC/COC</td>
</tr>
<tr>
<td></td>
<td>Put together video feed to send to Univision during event</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td>After Event</td>
<td>Remove signage, take in sign-in-sheets (copies for COC)</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Edited video on website</td>
<td>SBCC, SBCC</td>
</tr>
<tr>
<td></td>
<td>Summary Report for grant</td>
<td>SBCC, SBCC</td>
</tr>
</tbody>
</table>
The Contract is changed as follows:

1. Reroute Plumbing/Add Chase, per CP # 264 and COR #1.255  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Reroute vent lines from restrooms 158 and 161 up through the hospitality cabinetry and take the vent upward through the roof. This requires a plumbing chase in the lobby.  
   Add: $ 5,546.00

2. Stair #4 Enlarge @ Mezzanine, per CP # 407 and COR #1.256  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Demo slab and pan deck at mezzanine, prep for slab repair, fab metal closure at pan deck, weld angle closure plate, place and finish concrete at Stair #4. Reference RFI 1.750, dated July 6, 2010; FWD 1.206, dated November 30, 2010; and Sketch SK-S158, dated August 9, 2010.  
   Add: $ 7,146.00

3. Demo for Shotcrete @ Footing, per CP # 169 and COR #1.257  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Sawcut and demo footings and slabs not shown on demo drawings in Rooms 155, 156 and at 1 Line at Room 008 and to remove dirt in Room 151B to prep for shotcrete placement. Reference RFI 1.440, dated January 4, 2010; RFI 1.449, dated January 13, 2010; RFI 1.449A, dated February 2, 2010; and Sketch SK-93, dated February 2, 2010.  
   Add: $ 5,493.00

4. Power Insta-Hot Units Rm 150B, per CP # 501 and COR #1.258  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Provide necessary circuits to power the insta-hot water heaters called for in room 150B. Plumbing drawings call for insta-hot units, but the electrical drawings did not provide power. Reference RFI 1.913, dated October 7, 2010.  
   Add: $ 5,843.00
5. Mix Station Cabinet, per CP # 443 and COR #1.259  
Requested by: Owner  
Compensable Contract Day Change: 0  
Reason: Furnish and install plastic laminate counter with equipment cover and support at the mix area in Room 204A. Reference RFI 1.753, dated July 6, 2010 (Item 6 and Sketch SK-ASI-A111 only).  
Add: $ 5,100.00

6. Replace Orchestra Pit 4" Wall, per CP # 301 and COR #1.260  
Requested by: Owner  
Compensable Contract Day Change: 0  
Reason: Remove the existing 4" concrete wall in the Orchestra Pit and replace it with a new 10" concrete wall. Reference FWD 1.162, dated May 19, 2010; RFI 3.009, dated January 19, 2010; Sketch SK-ASI-A061-R1, dated April 15, 2010; and Sketch SK-S115, dated April 20, 2010.  
Add: $ 5,413.00

7. Raise Scuppers, per CP # 477 and COR #1.261  
Requested by: Owner  
Compensable Contract Day Change: 0  
Reason: Raise scuppers as directed by the DSA IOR. Reference FWD 1.012, dated September 3, 2009; RFI 1.095, dated July 20, 2009; and previous Cost Proposal 29010-065.  
Add: $ 4,061.00

8. Abate of Drywall Door Frames, per CP # 492 and COR #1.262  
Requested by: Owner  
Compensable Contract Day Change: 0  
Add: $ 3,365.00

9. Acoustical Panels/Framing, per CP # 107 and COR #1.263  
Requested by: Owner  
Compensable Contract Day Change: 0  
Add: $ 7,819.00

10. New Circuit Breaker Panel HV, per CP # 490 and COR #1.264  
Requested by: Owner  
Compensable Contract Day Change: 0  
Reason: Replace the existing 100A breaker in the main switchgear, feeding panel HV-3, with a new 90A breaker. The current breaker does not adequately protect the feeders to HV-from over-rated current surges, and violates code requirements. The existing breaker will be turned over to the District as a spare part. Reference RFI 1.969, dated November 5, 2010.  
Add: $ 1,480.00
11. Replace Exist Breakers in MS, per CP # 534 and COR #1.265
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Replace the existing breaker in the main switchgear (MS) with a new 30A, 3P circuit
   breaker. This breaker protects the circuit feed to HVAC unit HV-1. Existing breaker will be
   turned over to the District as a spare part. Reference RFI 11051, dated December 29, 2010.
   Add: $ 1,601.00

12. Replace Mold Damaged E. BR, per CP # 069R1 and COR #1.266
    Requested by: Owner
    Compensable Contract Day Change: 0
    Mold and water damage was uncovered on the drywall that was to remain in these rooms.
    It was determined that existing metal studs did not need replacement. Reference RFI #1.255,
    has been modified to reflect areas indicated on the attached sketch SK-CP 069.
    Add: $ 2,417.00

13. Changes to Door 136-1, per CP # 159 and COR #1.267
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Change the pair of doors designated 136-1 from wood slab doors (type A) to hollow
    metal glazed doors (type B). In addition, the existing frame was unusable, and required
    Add: $ 5,695.00

14. Shotcrete Rebar at 6/E Lines, per CP # 167 and COR #1.268
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Provide additional rebar for the revised shotcrete wall at 6 Line near E Line; and to cut
    the required notch for the expansion joint at the catwalk. Reference RFI 1.685, dated
    June 14, 2010, Sketch SK-ASI-A042C, dated December 18, 2009, and Sketch SK-ASI-A092,
    dated June 24, 2010.
    Add: $ 1,585.00

15. Dry Pack (E) CMU Voids Rebar, per CP # 173 and COR #1.269
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Dry pack/grout existing CMU cell voids for dowels for pan deck concrete above Scene
    Add: $ 2,100.00

16. Room 149 Pan Deck Support, per CP # 253 and COR #1.270
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Furnish and install tube steel brace onto pan deck at Room 149. Reference FWD 1.133,
    dated April 13, 2010; and RFI 1.547, dated March 31, 2010.
    Add: $ 2,608.00

17. Infill Above Door/Window, per CP # 252R1 and COR #1.271
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Infill above door and window at house managers office room 201 with drywall, finish, and plaster. This price includes removal of plaster to accommodate for new framing. Reference RFI No. 1.112 dated July 22, 2009, RFI No. 1.112 A dated October 22, 2009, RFI No.1.323 dated October 22, 2009 and FWD 1.148SP-NP dated May 4, 2010. R1 pricing excludes drywall installation, which was shown in the base contract documents.

Add: $ 7,577.00

18. Install Angle @ 008 Deck, per CP # 296 and COR #1.272
Requested by: Owner
Compensable Contract Day Change: 0

Add: $ 1,000.00

19. Form Pilasters @ H Line Column, per CP # 340 and COR #1.273
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Form pilasters to provide coverage over weld plates at H Line columns. Reference RFI 1.866, dated September 9, 2010. The additional material is minimal, this Cost Proposal is for forming costs only.

Add: $ 2,348.00

20. Infill at 8" CMU T.O.W., per CP # 297 and COR #1.274
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Infill at 8" CMU, T.O.W. to 12" CMU, on H Line per RFI 1.599, dated May 3, 2010, including Sketch "ELEVATION @ "H" LINE T.O.W., with Section A. Also, Reference FWD 1.156, dated May 13, 2010.

Add: $ 2,357.00

21. Waterproof Elevator 2 Pit Walls, per CP # 337 and COR #1.275
Requested by: Owner
Compensable Contract Day Change: 0

Add: $ 1,373.00

22. Re-Grout/Drypack @ Shotcrete, per CP # 387 and COR #1.276
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Drypack and grout where the radius shotcrete beam was removed at the mixing station area in Garvin Theater per FWD 1.217, dated December 9, 2010 and KPFF Field Report, dated July 20, 2010.

Add: $ 9,136.00

23. Power & Piping Mini Split, per CP # 396R1 and COR #1.277
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Install condensate piping and electrical power to the mini-split system at Room 169 and the condensing unit outside the building. The condensing unit is located at gridline 8, near gridline
C. Reference RFI 1.769, dated July 20, 2010; Electrical Engineer's response to RFI 1.769, dated July 30, 2010; and RFI 1.731, dated June 24, 2010. DBC has provided the drywell needed to complete the condensate drain system at no additional cost to the District. This cost proposal excludes the removal, relocation and reinstallation of the fan coil unit from the House Manager's Office, which will be priced separately. R1 pricing has been updated to reflect conduit routing through the east restrooms and corridor 152, per our site walk of March 18, 2011. The condensing unit relocation was effected under CP 29010-207.

Add: $6,682.00

24. Hardscape North of Garvin, per CP # 399R1 and COR #1.278
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Demo broken concrete, excavate, install drain box and pipe, sand, and place 4" concrete slab to fill in dirt areas on the North side of the Garvin Theater. Reference RFI 1.761, dated August 4, 2010; Sketch SK-ASI-100 R1, dated August 17, 2010; and RFI 1.761A, dated October 25, 2010 with Sketch SK-ASI-100R2 dated January 21, 2011; Sketch SK-ASI-100R2 with notes by DBC, dated March 15, 2011; and Detail "D" Concrete Drain Box. This proposal is based on the tie-in of the new drain box to the (E) drain box with a six (6) inch drain line. An alternate deduct of $1,066.00 can be taken if the (E) eight (8) inch storm drain line can be located at the new drain box location and make the tie-in over.

Add: $24,000.00

25. Wall Mounted Exhaust Fan 150, per CP # 435 and COR #1.279
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Provide and install Broan exhaust fan, Model 512M in lieu of the specified fan. Old fan turned over to the Owner. Reference RFI 1.907, dated October 4, 2010, and attached specification sheets.

Add: $2,175.00

26. Demo, Plaster, Weld Bolts, per CP # 272R1 and COR #1.280
Requested by: Owner
Compensable Contract Day Change: 0
Reason: Demolish existing plaster to install contract plates, plug weld bolts at plates and provide and install expansion control joints to the overlaying plaster. This work was located at 1- and 6-lines at the top of the (e) CMU walls, from H-line to F4-line. Reference RFI 1.557, dated April 9, 2010, RFI 1.937, dated October 18, 2010, and RFI 1.972, dated November 15, 2010. R1 pricing as been adjusted to provide credit for the control joint material called out in the plaster specification; due to the need for an expansion joint at this location, the CJ was not used.

Add: $9,580.00

27. Notch Gusset Brace Frame, per CP # 474R2 and COR #1.281
Requested by: Owner
Compensable Contract Day Change: 0
Reason: CM 02/14/11 - Cut gussets on F4 Line at brace framing and add metal stud framing to conceal for visual effect per FWD 1.208, dated December 1, 2010; RFI 1.986, dated November 19, 2010; Sketch SK-S191, dated November 24, 2010; and Sketch SK-ASI-A178, dated November 30, 2010.

Add: $3,612.00
28. Frame Stage Fire Curtain, per CP # 504 and COR #1.282
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Furnish and install revised metal framing and drywall to accommodate the stage fire curtain. Reference FWD 1.219, dated December 29, 2010; and Sketch SK-ASIAY178-R1, dated December 28, 2010.
   Add: $ 1,958.00

29. Added Drywall @ Jurkowitz Ca, per CP # 441 and COR #1.283
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Add drywall to 11'-0" A.F.F. in the Jurkowitz Theater where the catwalk was removed. Reference RFI 1.888, dated September 22, 2010.
   Add: $ 1,111.00

30. Frame Header Drink Fountain, per CP # 317 and COR #1.284
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $ 650.00

Total Cost of This Change Order: $140,831.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, CONSTRUCTION MANAGER, AND CONTRACTOR

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<th>Description</th>
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<tr>
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<td>The new contract sum including this change order will be</td>
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| Original contract time was       | 396 calendar days |
| Original date of substantial completion was                                | July 14, 2010    |
| Net change by previously authorized change orders                          | 0 calendar days  |
| Contract time prior to this change order was                               | 396 calendar days|
| Contract time will be changed by this change order                          | 0 calendar days  |
| New contract time including this change order will be                       | calendar days    |
| Date of substantial completion as of the date of this change order is       | July 14, 2010    |

NOTE: This change order includes only the items included above. This change order does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive but are not included above.

Architect: John Fisher, AIA
Principal-in-Charge
John Sergio Fisher & Assoc., Inc.
5567 Reseda Blvd., Suite 209
Tarzana, CA 91356

Contractor: Diani Building Corporation.
295 North Blosser Rd.
Santa Maria, CA 93458

Construction Manager: GKK Works
C/O Santa Barbara City College
2355 Main Street Suite 220
Irvine, CA 92614

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

(space for DSA approval stamp)
BLACKBOARD COLLABORATE™ SALES ORDER FORM

This Blackboard Collaborate™ Sales Order Form (this “Order Form”) is dated 21 April 2011 between Santa Barbara City College (“Customer”) and the Company (as defined in the Terms of Service) for the Blackboard Collaborate software and/or service and is effective as of the last signed date below (the “Effective Date”). The Terms of Service at https://secure.blackboard.com/legal/collaborate/TOS.htm are incorporated by reference herein. Capitalized terms used in this Order Form and not otherwise defined are defined in the Terms of Service.

The Customer hereby subscribes to the following Blackboard Collaborate software and/or services:

All Wimba product(s) listed below will be invoiced by Blackboard Collaborate Inc, all Elluminate product(s) listed below will be invoiced by Blackboard Collaborate Inc, and all Collaborate product(s) listed below will be invoiced by Blackboard Collaborate Inc.

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**Total # of unique potential Participants who will have access to participate in sessions:** (1-1,999)

**Total # of unique potential Users who will have access:** (1-1,999)

**Name of Licensed Group(s):** Santa Barbara City College

**Purchase Order # (if applicable):**

**Date License Begins** is the receipt date of this signed order unless otherwise specified here: **05/08/2011 to 05/07/2012**

**License Initial Term (months):** 12

**BILLING CONTACT:**

**Contact Name:** Doug Hersh

**Contact Phone:** (805) 965-0581 x-3625

**Street Address:** 721 Cliff Drive

**City and State/Province:** Santa Barbara, CA

**Postal Code and Country:** 93109, United States

**E-Mail Address:** Doug.Hersh@sbc.edu

**Notes:**

1. **Software and ASP Service.** Customer agrees and understands that this Agreement only covers use of the Software and ASP Services by the Licensed Groups identified above. Customer agrees and understands that the fees for this term are based on the size of Licensed Groups above. An Open Access license is for a group of up to the total number of unique potential users identified above. If more than the unique potential users specified above will have access to the Open Access Software and/or ASP Services above, Customer must purchase an upgrade to the Licensed Group for additional access. User Access is counted as the combination of unique potential participants and unique potential moderators that will have access to the Software and/or ASP Services, not actual participants and moderators that will participate in the sessions.

2. **Support.** Up to 250 customer support calls are included in the price above. For Perpetual licenses the Annual Maintenance fee is 18% of the license fee and begins 12 months after license start date. Hosted licenses include a total of 5GB of storage for archives.

3. **Payment.** In consideration for the use of the Software and/or ASP Services during the Initial Term, the Customer will pay the Company the annual fee set forth above (the “Fee”). The total Fee will be invoiced on execution of the Agreement and is due within 30 days of invoicing; thereafter, the annual Fee will be at the Company’s then-current rates and will be due at the beginning of each annual period and is payable within thirty (30) days after the date of an invoice from the Company.
4. **Term.** The initial term ("Initial Term") of this Agreement shall be as specified above.

5. **Terms of Service.** The Agreement created by the acceptance of this Order Form is between Customer and the Company (as defined in the Terms of Service found at [https://secure.blackboard.com/legal/collaborate/TOS.htm](https://secure.blackboard.com/legal/collaborate/TOS.htm)). By executing and returning this Order Form, customer acknowledges and agrees that its use of the Blackboard Collaborate software and services specified herein is subject to, and governed by, all of the terms and conditions of the Terms of Service, including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations contained therein, and that the Terms of Service forms part of and is hereby incorporated into this Order Form. Notwithstanding anything to the contrary in any purchase order or any other document provided by customer, any service provided or license granted by the Company to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Terms of Service incorporated by reference herein and the Company hereby objects to any additional, conflicting or different terms proposed by Customer.

6. **SPECIAL CONDITIONS (IF ANY):**

---

**THE COMPANY:**
Blackboard Collaborate Inc.

**NAME OF CUSTOMER:**
Santa Barbara City College

---

**Signature**
**Print Name and Title:** Tess Frazier-VP Contracts
**Date:**
**Address:** Blackboard Inc.
650 Massachusetts Ave NW,
6th Floor
Washington, D.C. 20001
Attn: Legal Department
**Phone Number:** (202) 463-4860
**Fax Number:** (202) 478-1712

---

**Signature**
**Print Name and Title:**
**Date:**
**Address:** 721 Cliff Drive
Santa Barbara, CA 93109
United States
**Contact for Notices:**
**Phone Number:**
**Fax Number:**
**Contact Email:**
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 10-11

WHEREAS, the Santa Barbara City College District Board of Trustees on September 23, 2010, adopted a 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:

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<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 28th of April 2011, by the following vote:

Ayes: 

N oes: 

A bsent: 

C oncur: 

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

RE: Additional Revenue 2010-2011

Resolution No. 37 (2010-11)

WHEREAS, additional revenue not included in the 2010-2011 Adoptive Budget has been received and needs to be appropriated; and

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

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

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<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Budget Object</th>
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PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 28th day of April 2011, by the following vote:

Ayes:

Noes:

Absent:  

Concur:  

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