



# Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: July 11, 2006

Place: Board Room, Victor Valley College  
18422 Bear Valley Road, Victorville, CA 92395

## AGENDA

*This meeting will be electronically recorded*

**CALL TO ORDER/ROLL CALL**

**3 p.m.**

**PLEDGE OF ALLEGIANCE**

**ANNOUNCEMENT OF ITEMS DELETED FROM THE AGENDA**

## PUBLIC COMMENTS

**At this time, the Board of Trustees will listen to communication from the public on any Closed Session agenda item. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)**

### 1. CLOSED SESSION

- (a) **Government Code Section 54956.9(a): CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION:**
  - (1) *G.Henderson vs. Victor Valley Community College*, San Bernardino County Superior Court case No. VCVVS 030263
  - (2) *N. Halisky and C. Halisky vs. Victor Valley Community College District*, San Bernardino County Superior Court case No. VCVVS 026112
  - (3) *Warren vs. Victor Valley Community College District*, San Bernardino County Superior Court case No. VCVVS 037382
  - (4) *Victor Valley Community College District vs. Puckett*, San Bernardino County Superior Court case No. VCVVS 036483
  - (5) *CSEA vs. Victor Valley Community College District*, Public Employment Relations Board Case No. LA-CE-4910-E
  - (6) *G. Olin vs. Spencer*, San Bernardino County Superior Court case No. VCVVS 040360
  - (7) *Allstate Insurance Co. vs. Spencer*, San Bernardino County Superior Court case No. VCIVS 041201

(8) *California School Employees Association vs. Victor Valley Community College District, San Bernardino Superior case No. VCVVS 018073*

(b) CONFERENCE WITH LEGAL COUNSEL —ANTICIPATED LITIGATION:  
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9: 4 cases

(c) CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives:

Bruce Baron  
Willard Lewallen  
Willie Davis Pringle  
John Rude  
Marianne Tortorici

Employee organizations:

CSEA  
CTA  
AFT-PTFU  
Management

(d) PUBLIC EMPLOYEE APPOINTMENT

Administrative Secretary II  
Administrator on Special Assignment  
Custodian  
Grounds Maintenance Worker  
Instructional Assistant III, ESL  
Instructor  
Lead Grounds Maintenance Worker  
Short-Term Employee:  
Accompanist  
Assistant Coach  
Bookstore Cashier  
Bookstore Stocker  
Community Fee Base  
Events Worker  
Life Drawing Model  
Office Worker  
Operations Worker  
PAC House Manager  
PAC Worker  
Maintenance Locksmith  
Maintenance Technician  
Office Assistant  
Professional Expert  
Sign Language Services Interpreter  
Student Worker, including work study/work experience, CalWORKS, and tutor  
Substitute employee:  
Administrative Secretary II  
Associate Teacher (CDC)  
Bookstore Operations Assistant  
Custodian  
Office Assistant  
Reserve Police Officer

Sign Language Services Interpreter  
Temporary Academic  
Volunteer

(e) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Superintendent/President

**2. RECONVENE TO OPEN SESSION**

6 p.m.

2.1 Closed Session Report

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY**  
At this time, the Board of Trustees will listen to communication from the public on any agenda item. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

**3. GOVERNING BOARD**

3.1 Approval of the minutes of the June 27, 2006 regular Board meeting.

YES \_\_\_ NO \_\_\_

3.2 Approval of the minutes of the June 29, 2006 special Board meeting

YES \_\_\_ NO \_\_\_

**4. SUPERINTENDENT/PRESIDENT'S REPORT**

4.1 Deputy Superintendent/Executive Vice President/Instruction

4.2 Vice President, Student Services

4.3 Vice President, Administrative Services

**5. CONSENT AGENDA**

There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote.

**Approval of consent items.**

YES \_\_\_ NO \_\_\_

5.1 Agreement – Silverado Facility Usage

Approval of the facilities use agreement with Victor Valley Union High School District.  
Fiscal Impact: Estimated first year expenses not to exceed \$7,500. Facilities to be rented at a flat rate of \$5 per hour, excluding free performances, and the cost for weekend custodians where necessary

5.2 Agreements

Approval of the agreements as listed. Fiscal Impact: \$9,440.94

| Vendor/Consultant                      | Service   | Amount     |
|--|---|------------|
| American Fire Safety, Inc.             | Service Agreement Renewal for College's fire sprinkler systems    | \$3,029.94 |
| Hi Desert Fire Alarm & Fire Sprinklers | Service Agreement Renewal for College's burglar alarm systems     | \$2,000.00 |
| Basic BackFlow                         | Service Agreement Renewal for testing College's backflow systems. | \$595.00   |
| TOTAL                                  |   | \$9,440.94 |

- 5.3 Department Chairpersons for 2006-07  
Approval of revised department chairperson recommendations as listed for the 2006-07 academic year. Fiscal Impact: Budgeted
- 5.4 Out-of-State Travel – Dr. John Rude  
Approval of the out-of-state travel for Dr. John Rude to travel to Toronto, Ontario, Canada to attend the Nineteenth International Conference on the First-Year Experience held July 24-27, 2006. Fiscal Impact: SSPIRE grant budgeted item. Not to exceed \$2,200.00
- 5.5 Out-of-State Travel – Jeffrey Holmes  
Approval of the out-of-state travel for Jeffrey Holmes to travel to Toronto, Ontario, Canada to attend the Nineteenth International Conference on the First-Year Experience held July 24-27, 2006. Fiscal Impact: DSPS budgeted item. Not to exceed \$2,122.97.
- 5.6 Out-of-State Travel – Kelley Beach, Patrick Malone and Karen Tomlin  
Approval of the out-of-state travel for Kelly Beach, Counselor, Patrick Malone, Assistant Professor, Mathematics and Karen Tomlin, Professor, English to travel to Toronto, Ontario, Canada to attend the Nineteenth International Conference on the First-Year Experience held July 24-27, 2006. Fiscal Impact: Title V Cooperative grant budgeted item. Not to exceed \$6,600.00
- 5.7 Classified, New, Additional Positions  
Approval of the additional and new positions as listed. Fiscal Impact: Budgeted Item.
- 5.8 Contract Education Services  
Approval of the payment to Duane Buckles for conducting the Food Handlers workshops during the months of May and June 2006. Fiscal Impact: Budgeted Item, not to exceed \$4,207.00
- 5.9 Bid Participation – Krueger International Inc.  
Approval of the bid participation with Krueger International Inc. for furniture products and services under the terms and conditions of the San Mateo County Community College District through KI as the vendor: Fiscal Impact: Enables the district to purchase furniture products at competitive bid prices per the San Mateo County Community College District Agreement.
- 5.10 Donations – Victor Valley College Foundation  
Acceptance of the donations as college property. Total donation amount: \$75,351.41
- 5.11 Authorized Signatory  
Approval of the signature of Dr. Marion Boenheim to represent the board in the named cases for fiscal year 2006-2007 per Education Code 72272. Fiscal Impact: None
- 5.12 Agreement – Nesdoor Automatic & Manual Door Service  
Approval of the agreement with NESDOOR Automatic & Manual Door service to provide monthly service as needed to the automatic doors on campus. Fiscal Impact: budgeted, not to exceed \$9,250.00

- 5.13. Bid Participation – G/M Business Interiors  
Approval of the bid participation with G/M Business Interiors for furniture products and services under the terms and conditions of the San Bernardino County Contract through G/M Business Interiors as the vendor. Fiscal Impact: Enables the district to purchase furniture products at competitive bid prices per the San Bernardino County Agreement.
- 5.14. Agreement – North State Environmental  
Approval of the agreement with North State to provide hazardous waste removal as required by EPA for the college. Fiscal Impact: Budgeted, not to exceed \$24,000.00
- 5.15 Agreement – America’s Express Rent-A-Car  
Approval of the agreement with America’s Fiscal Impact: \$46,271.00.
- 5.16. Agreement – San Manuel Fire Department  
Approval of the clinical agreement with the San Manuel Fire Department as attached. Fiscal Impact: None
- 5.17. Agreement – San Bernardino City Fire Department  
Approval of the clinical agreement with the San Bernardino City Fire Department as attached. Fiscal Impact: None
- 5.18. Agreement – Murrieta Fire Department  
Approval of the clinical agreement with the Murrieta Fire Department as attached. Fiscal Impact: None
- 5.19 Agreement – Upland Fire Department  
Approval of the clinical agreement with the Upland Fire Department as attached. Fiscal Impact: None
- 5.20 Agreement – Redlands Fire Department  
Approval of the clinical agreement with the Redlands Fire Department as attached. Fiscal Impact: None
- 5.21 Agreement – Chino Valley Independent Fire Department  
Approval of the clinical agreement with the Chino Valley Independent Fire Department as attached. Fiscal Impact: None
- 5.22 Revisions to Hay Classification Listing  
Approval of the revisions to Hay classification listing.
- 5.23 Administrative/Management/Confidential New Position  
Approval of the new management position of custodial supervisor and job description as listed. Fiscal Impact: Budgeted
- 5.24 Agreement – Omni Update Campus  
Approval of the service agreement with Omni Update to provide a Content Management System for the Victor Valley College web site through June 30, 2009 per the terms listed. Fiscal Impact: \$44,625.00

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## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

6.1 Separate approval of items pulled from consent agenda.

6.2 Authorization of Legal Counsel for Dr. Patricia A. Spencer, Superintendent/President (tabled and revised from 6-29-06 meeting)

Approval to authorize legal counsel to conduct an investigation and to make a determination as to the appropriateness of obtaining an injunction on behalf of Dr. Spencer with respect to her working conditions, including but not limited to the protection of her from harassment, defamation, threats, intimidation, and emotional and/or physical harm. The Board delegates to the District's General Counsel the authority to execute an agreement with legal counsel. Fiscal Impact: not to exceed \$10,000.

### **7. SUPERINTENDENT/PRESIDENT**

None

### **8. INSTRUCTION**

None

### **9. STUDENT SERVICES**

None

### **10. ADMINISTRATIVE SERVICES**

None

### **11. HUMAN RESOURCES**

None

### **12. REPORTS (3 minute limit per Report)**

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

12.1 Governmental Relations

12.2 Foundation

12.3 Constituency Representatives

- a) ASB
- b) CCA
- c) CSEA
- d) Faculty Senate
- e) AFT Part-Time Faculty United
- f) Management

### **13. TRUSTEE COMMENTS**

**PUBLIC COMMENTS**

**At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350). State law prohibits the Board from addressing any issues not included on the agenda.**

**14. ADJOURNMENT**

**YES\_\_\_ NO\_\_\_**

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jeffrey Holmes, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2596, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: AGREEMENT – SILVERADO FACILITY USAGE

TO THE SUPERINTENDENT/PRESIDENT:

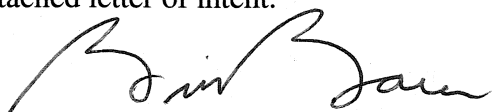
The district wishes to enter into a facilities use agreement with Victor Valley Union High School District, under the terms of the letter of intent, to use facilities at Silverado High School; including, but not limited to the Silverado High School Performing Arts Center, during the period the VVC Performing Arts Center is under renovation.

Fiscal impact: Estimated first year expenses not to exceed \$7,500. Facilities to be rented at a flat rate of \$5 per hour, excluding FREE performances, and the cost for weekend custodians where necessary.

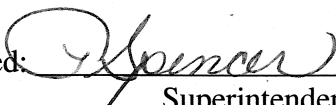
RECOMMENDATION:

It is recommended that the Board of Trustees approve to enter into a facilities use agreement with Victor Valley Union High School District, as per attached letter of intent.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_



Auxiliary Services  
18422 Bear Valley Road  
Victorville, CA 92395-5850

Attention: Robert Sewell  
Director of Auxiliary Services

Regarding: **Silverado High School Performing Arts Center**

Subject: **Use of Facilities by Victor Valley College**

Dear Robert Sewell:

The intent of this letter is to clarify and memorialize the discussion we had yesterday regarding the use of Victor Valley Union High School District facilities by Victor Valley College. Specifically, we addressed the use of the Performing Arts Center at Silverado High School by Victor Valley College for the time period that the college is renovating its own facility.

On behalf of the Victor Valley Union High School District, I would like to welcome the Victor Valley College to our Performing Arts Center facility at Silverado High School. I trust we will forge a strong partnership between the District and Victor Valley College that will mutually support the academic needs of our community.

I encourage you to further seek the use of other facilities within the Victor Valley Union High School District to meet the needs of Victor Valley College programs as you expand beyond your current capacity for educational facilities. The co-habitation of other existing facilities at Silverado High School with Victor Valley College is a desirable relationship. On Monday we discussed this issue only briefly, as your immediate need is to locate a Performing Arts Center so you may continue to serve those programs that have been engrained into the VVC culture at your own facility. I believe that that we can continue to serve your clientele at the Silverado High School Performing Arts Center with equal quality. I will contact Dr. Lori A. Kildal regarding the opportunity for our two institutions to support the educational goals and objectives of the Victor Valley Community through the use of science classrooms at Silverado High School. Furthermore, I will contact Dr. John A. Rude to make the same offer for any facilities he may need within the Humanities, Arts and Social Sciences Department.

The Victor Valley Union High School District has set certain parameters for the use of facilities. We discussed the need to make sure that all utility, labor and incidental expenses are paid to the District for the use of these facilities. The Performing Arts Center at SHS is not metered individually for the utilities. Consequently, it will be difficult at best to estimate the actual cost of utilities expended for VVC use. Therefore, we agreed to the following fees:

1. The District will use a flat fee of Five and 00/100 Dollars (\$5.00) per hour for time used by VVC in the PAC to hold rehearsals, build sets and conduct classes.
2. The District will use a flat fee of Five and 00/100 (\$5.00) per hour for use of the PAC for any performance scheduled by VVC with the caveat that an additional fee be paid to the District a percentage of the gate, but no set percentage was discussed. This additional fee will be set aside in a separate fund for enhancements to the PAC facility.
3. Free performances will be excluded from the additional fees as there are no gate proceeds.
4. VVC will reimburse the District for actual custodial costs associated with the use of the PAC. It is acknowledged that the cost for custodians will typically be at an overtime rate of 37.50 per hour with a three hour minimum.

5. The three hour minimum may be excluded from time to time whenever the custodial use is an extension of a regular day, but all hours will be billed at an overtime rate and a minimum of two hours for performance and one hour for rehearsals.
6. Any labor hours on Saturday, Sunday or District observed holiday will require the three hour minimum. All labor for a District observed holiday will be billed at 50.00 an hour.
7. VVC offered as an incentive for the District to have the concessions for all performances.
8. VVC offered the same discount to SHS students that will be given to VVC students for performances held at the PAC.
9. A certificate of insurance due in the amount of one million dollars (\$1,000,000) naming the Victor Valley Union High School District.

I have attached to this letter a copy of the updated calendar depicting all of the dates VVC would like to have as we discussed on Monday. Please feel free to share this calendar with your faculty and staff and make any additions or changes to your scheduled dates as needed. I have forwarded a copy of this letter and calendar to District Faculty and Staff for their review and comments. I look forward to meeting with you again to finalize this agreement. Thank you in advance for your cooperation in developing these goals and objectives that will further advance our relationship between Victor Valley College and the Victor Valley Union High School District.

Sincerely,

Timothy Shawn Butters  
Director of Facilities  
Victor Valley Union High School District

C: Greg Lundeen, Superintendent  
Herb Calderon, Assistant Superintendent Business Services  
Board of Trustees, Victor Valley Union High School District  
Monika Knight, Director of Fiscal Services  
Susan Levine, Silverado High School Principal  
Terry Colvin, Silverado High School 9<sup>th</sup> Grade Principal  
Lisa Kelly, Silverado High School Activities Director  
Kalon Mattsson, Silverado High School Dept. Chair Fine Arts  
Emily Scheer, Silverado High School Drama  
Elvin Momon, Victor Valley High School  
Tracy Marsh, Victor Valley High School 9<sup>th</sup> Grade Principal  
Dr. Valencia Jones, Victor Valley High School Activities Director  
Jenifer Nocera, Victor Valley High School Drama

SB/sb

File/U:Business/M&O/Facility Rentals/VVC/Auxiliary Services Department/Robert Sewell Ltr 2

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: AGREEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

The vendors and/or consultants listed below have been designated to perform the services listed for the district at the amounts specified during the fiscal year 2006-2007. Payment to vendors and consultants for services rendered per these agreements is in accordance with district, county, state and/or federal regulations.

| Vendor/Consultant                               | Service  | Amount     |
|---|--|------------|
| American Fire Safety, Inc.                      | Service Agreement Renewal for College's fire sprinkler systems                         | \$3,029.94 |
| Hi Desert Fire Alarm & Fire Sprinklers          | Service Agreement Renewal for College's burglar alarm systems                          | \$2,000.00 |
| Basic BackFlow                                  | Service Agreement Renewal for testing College's backflow systems.                      | \$595.00   |
| Automatic Boiler Company                        | Service Agreement Renewal for semi-annual boiler tune-ups                              | \$2,500.00 |
| Safety-Kleen                                    | Service Agreement Renewal for solvent tanks in Maintenance & Operations and Automotive | \$2,053.86 |
| San Bernardino County Superintendent of Schools | Agreement for Courier Services for Fiscal Year 06/07.                                  | \$3,425.94 |

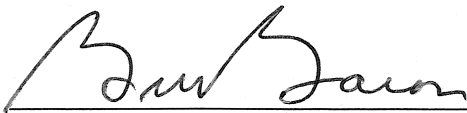
Fiscal Impact:

Total: \$9,440.94

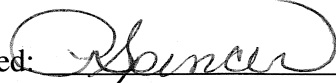
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreements as listed.

REFERENCE FOR AGENDA: NO

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

3030 Landco Drive, Suite 4  
P.O. Box 10073  
Bakersfield, CA 93389-0073  
(661) 325-5577  
--Also--  
5647 Armandale Place  
P.O. Box 1141  
Corona, CA 92878-1141  
(951) 734-7844



**AMERICAN FIRE SAFETY, INC.**  
Fire Prevention Specialists

**TOLL FREE PHONE and FAX**  
**1-888-374-3001**  
**24 HOURS A DAY!**



CA Fire Marshal License E-1386  
CA Contractors License #848013  
US DOT Retester Number: D132

Victor Valley Community College  
18422 Bear Valley Road  
Victorville, California 92392  
ATTN: Sherrie English  
Phone (760) 245-4271 ext. 2216  
Fax (760) 843-5714

June 15, 2006

Dear Ms. English,

Per our phone conversation this morning we are submitting our proposal to again perform the annual service to the College's fire sprinklers during the fiscal year 2006/2007 as we have been doing for many years now.

The price will be the same as the current fiscal year: \$3029.94

Thank you.

*Greg Prickett*  
Greg Prickett  
American Fire Safety, Inc.

Proposal Accepted by

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

Sign: \_\_\_\_\_

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





**BURGLARY-FIRE • HOLDUP • FIRE SPRINKLERS**  
**HI DESERT ALARM & FIRE SPRINKLERS**

16637 Mojave Drive  
Victorville, California 92395-3856  
**(760) 245-8600 • (760) 256-8600**  
Alarm License AC03596  
Contractor's License 606045



June 16, 2006

Victor Valley Community College  
ATTENTION: Cheri English  
18422 Bear Valley Road  
Victorville, Ca 92395

Dear Ms. English:

This is to let you know that there will be no change in the monitoring for the 5fire alarm systems will remain unchanged.

Please call if you have any questions. Also sign below & return a copy to us for our records.

Sincerely,

*Carrie Watson*

Carrie Watson, Secretary

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Signature indicates acceptance of this letter



Basic Backflow  
Tel: (909) 881-0898  
Fax: (909) 881-0897

**FACSIMILE COVER PAGE**

|                                 |                     |
|---------------------------------|---------------------|
| To: Sherrie English-Maint. & Op | From: Trena Guy     |
| Fax #: 17608435714              | Fax #: 909-881-0897 |
| Company: Victor Valley College  | Tel #: 909-881-0898 |

Subject: Quote for Backflow testing only 06-07

Sent: 6/16/06 at 11:19:52 AM      Pages: 1 (including cover)

**MESSAGE:**

This quote is for the testing only because any repairs are factored separately due to size, type of problem, etc:

17 BFA tests at \$35.00 per test for a total of \$595.00.

Also need PO# \_\_\_\_\_

Thank you.

Steve Landrus, President

\_\_\_\_\_  
Sherrie English



# AUTOMATIC BOILER COMPANY

2025 W. Commonwealth Ave., Suite D • Fullerton, California 92833  
(714) 441-1500 TEL • (714) 441-1674 FAX

June 15, 2006

Mr. Chris Hylton  
C/O Victor Valley College  
18422 Bear Valley Road  
Victorville, CA 92392

Subject: Bryan Boilers Two (2) Semi Annual Tune-up – Central Plant

Dear Mr. Hylton,

We offer the following proposal for your consideration and approval.

We propose to perform the following services twice a year, on a semi-annual basis, to two (2) existing Bryan Boilers, Model #RV550-W, Serial #77369 and 77380:


1. Remove the ignition assembly.
2. Remove and clean the gas pilot assembly.
3. Clean and reset the electrode assembly.
4. Remove the scanner, clean and reinstall the scanner assembly.
5. Check modulating, operating and hi limit controls.
6. Check operation of modulating motor, manual and automatic potentiometer.
7. Check operation of low water and pump controllers.
8. Check operation of low gas pressure switch, high gas pressure switch, modulating gas valve, main and auxiliary gas valves.
9. Check and tighten burner-modulating linkage.
10. Perform boiler combustion tune-ups using a Bacharach, solid-state combustion flue gas analyzer as specified by SCAQMD. Adjust the fuel and air ratios and linkage for the most efficient firing rates from low to high firing ranges and test all operating and safety devices.
11. Provide a "Combustion Data" test report consisting of the date, time, type fuel tested, ambient temperature, stack temperature, percentage of O2, CO2, CO, NOx, stack loss and efficiency.

The total price for the above job will be Two Thousand Five Hundred Dollars (\$2,500.00).

To be billed in the amount of One Hundred Two Hundred Fifty Dollars (\$1,250.00) after each semi-annual service is performed.

Please call me if you have questions concerning the above.

Best Regards,



David Barone  
President

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title  
PO# \_\_\_\_\_



## Safety-Kleen Proposal Quotation

June 15, 2006  
Chris Hilton  
Victor Valley College  
18422 Bear Valley Rd  
Victorville, CA 92392

Chris,

For over 40 years Safety-Kleen has been the leader in our industry - in both geographic presence and breadth of environmental services.

I am pleased to offer you the following products and services, with the terms and pricing as indicated in Attachment "A".

This quotation shall replace any prior Safety-Kleen quotation, and is valid for 30 days from the date above.

**Safety Kleen Solvent Parts Cleaners** - Includes UL approved parts cleaners and fresh solvent. Safety-Kleen will exchange the spent solvent with clean, and perform any needed maintenance, insuring consistent quality service. (see attachment "a" for specific models and service terms)

We appreciate the opportunity to present you with this proposal, and hope to continue meeting your environmental needs and exceeding your service expectations.

Please contact me if you have any additional questions.

Sincerely,

Chris York, Branch General Manager





# Safety-Kleen Proposal

## Proposal Details

### Attachment A

| Quantity | SK Part # | Service Product Description | Machine Serial # | Dept.      | Service Term | Charge per Service | Yearly Charge |
|----------|-----------|-----------------------------|------------------|------------|--------------|--------------------|---------------|
| 1        | 54000     | 40G COMS 105 RECYCLED       | 693348           | Auto Shop  | 12           | \$301.89           | 905.67        |
| 1        | 26730     | MDL 26 W/STAND AQ MPC       | 20318            | Maint Shop | 12           | \$146.13           | \$438.39      |
| 1        | 30300     | MDL 30 105 RECYCLE          | 30190214         | Maint Shop | 12           | \$236.60           | \$709.80      |

Please note that these charges do not include the applicable sales tax.

\_\_\_\_\_  
Safety-Kleen Representative

\_\_\_\_\_  
Customer Representative

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92410-0457**

**AGREEMENT FOR COURIER SERVICES  
AGREEMENT # 06/07-0190**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of June 2006, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, and the Victor Valley Community College District, hereinafter referred to as **DISTRICT**,

**W I T N E S S E T H**

That the **DISTRICT** agrees to participate in the services of the **SUPERINTENDENT** for the term July 1, 2006 through and including June 30, 2007, under the following terms and conditions:

1. Services to be Provided by SUPERINTENDENT

- a. Daily delivery and pick up of **SUPERINTENDENT'S** correspondence and materials from School Claims. **DISTRICT** correspondence to other participating districts within the County will also be picked up and delivered on the same basis.
- b. Services do not include delivery of **DISTRICT** packages, U.S. paid mail items, or delivery outside of the County.
- c. Services will be completed as described unless prevented by unforeseen conditions such as emergencies, hazardous road conditions, or severe inclement weather.
- d. **SUPERINTENDENT** agrees to provide and maintain mailbags and delivery vehicles.

2. DISTRICT Responsibilities and Options

- a. **DISTRICT** will designate one drop-off point for the courier and agrees not to detain a driver longer than five minutes for any purpose.
- b. **DISTRICT** should limit mail to one SBCSS Express Bag ONLY.
- c. **DISTRICT** agrees to reimburse the **SUPERINTENDENT** for mailbags lost by the **DISTRICT** at replacement cost.
- d. **DISTRICT** will hold **SUPERINTENDENT** harmless for any liability, losses or damages of transported materials imposed upon them arising out of the delivery of this service.

3. SUPERINTENDENTS Fees and Payment Thereof

**DISTRICT** shall pay **SUPERINTENDENT** by one time transfer in December 2006, the amount of \$3,425.94 for services for the year. Fees are based on the following formula:

|   |             |
|---|-------------|
| \$ .31 cents per ADA x actual 05/06 P-2 ADA of 9,426, plus  | \$ 2,922.06 |
| \$ .03 cents per mile @ 68 round trip miles x 79 deliveries | \$ 503.88   |

4. Changes to Agreement

The terms of this Agreement may be changed, or the Agreement may be cancelled, upon mutual consent of the **SUPERINTENDENT** and **DISTRICT**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOL**

**VICTOR VALLEY COMMUNITY  
COLLEGE DISTRICT**

\_\_\_\_\_  
Jan O'Rourke, Program Manager  
Purchasing/Contracts

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

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

**OFFICE OF THE  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS  
601 North E Street  
San Bernardino, CA 92410-0457**

**AGREEMENT FOR COURIER SERVICES  
AGREEMENT # 06/07-0190**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of June 2006, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, and the Victor Valley Community College District, hereinafter referred to as **DISTRICT**,

**WITNESSETH**

That the **DISTRICT** agrees to participate in the services of the **SUPERINTENDENT** for the term July 1, 2006 through and including June 30, 2007, under the following terms and conditions:

1. Services to be Provided by SUPERINTENDENT

- a. Daily delivery and pick up of **SUPERINTENDENT'S** correspondence and materials from School Claims. **DISTRICT** correspondence to other participating districts within the County will also be picked up and delivered on the same basis.
- b. Services do not include delivery of **DISTRICT** packages, U.S. paid mail items, or delivery outside of the County.
- c. Services will be completed as described unless prevented by unforeseen conditions such as emergencies, hazardous road conditions, or severe inclement weather.
- d. **SUPERINTENDENT** agrees to provide and maintain mailbags and delivery vehicles.

2. DISTRICT Responsibilities and Options

- a. **DISTRICT** will designate one drop-off point for the courier and agrees not to detain a driver longer than five minutes for any purpose.
- b. **DISTRICT** should limit mail to one SBCSS Express Bag ONLY.
- c. **DISTRICT** agrees to reimburse the **SUPERINTENDENT** for mailbags lost by the **DISTRICT** at replacement cost.
- d. **DISTRICT** will hold **SUPERINTENDENT** harmless for any liability, losses or damages of transported materials imposed upon them arising out of the delivery of this service.

3. SUPERINTENDENTS Fees and Payment Thereof

**DISTRICT** shall pay **SUPERINTENDENT** by one time transfer in December 2006, the amount of \$3,425.94 for services for the year. Fees are based on the following formula:

|   |             |
|---|-------------|
| \$ .31 cents per ADA x actual 05/06 P-2 ADA of 9,426, plus  | \$ 2,922.06 |
| \$ .03 cents per mile @ 68 round trip miles x 79 deliveries | \$ 503.88   |

4. Changes to Agreement

The terms of this Agreement may be changed, or the Agreement may be cancelled, upon mutual consent of the **SUPERINTENDENT** and **DISTRICT**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOL**

**VICTOR VALLEY COMMUNITY  
COLLEGE DISTRICT**

\_\_\_\_\_  
Jan O'Rourke, Program Manager  
Purchasing/Contracts

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

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

INSTRUCTION

JULY 11, 2006

TOPIC: DEPARTMENT CHAIRPERSONS FOR 2006-07

TO THE SUPERINTENDENT/PRESIDENT:

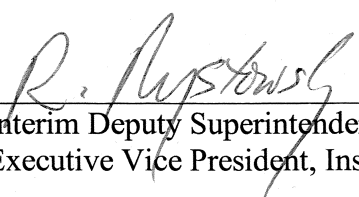
In accordance with Article 21, Section B of the Agreement between Victor Valley Community College District and Victor Valley College CTA Chapter 1169, the revised department chairperson recommendations for the 2006-07 academic year are being submitted for board approval.

Fiscal Impact: Budgeted

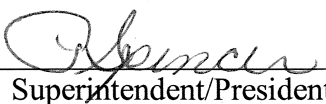
RECOMMENDATION:

It is recommended that the Board of Trustees approve the attached list of instructors as department chairpersons for the 2006-07 academic year.

REFERENCE FOR AGENDA: Yes

Signed   
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

VICTOR VALLEY COLLEGE  
DEPARTMENT CHAIRPERSONS  
2006-2007

|   |                           |
|---|---------------------------|
| Administration of Justice                 | Ron Fields                |
| Agriculture and Natural Resources         | Neville Slade             |
| Allied Health                             | Scott Jones               |
| Art & Design/Photo                        | Brent Wood                |
| Automotive                                | John Sweet                |
| Business Administration                   | David Hollomon            |
| Business Real Estate/Escrow               | Chris Grover              |
| Chemistry                                 | Thomas J. Kennedy         |
| Child Development                         | Sandy Visser              |
| Computer Information Technology           | Becky Palmer              |
| Computer Integrated Design and Graphics   | Claude Oliver             |
| Construction and Manufacturing Technology | Nord Embroden             |
| Cooperative Education                     | Maggi Dunsmore            |
| Counseling                                | Mike McCracken            |
| Education Technology                      | Mike Smith                |
| Electronics and Computer Technology       | Tom Faro                  |
| English                                   | Patty Golder              |
| English as a Second Language              | Laird Eklund              |
| Fire Technology                           | Tom Turner                |
| Foreign Languages                         | Mo Franco                 |
| Learning Resources                        | Leslie Huiner             |
| Life Science                              | Lisa Harvey               |
| Mathematics                               | Michael Butros            |
| Music                                     | David Graham              |
| Nursing                                   | Terry Truelove            |
| Philosophy/Religious Studies              | Marc Skuster              |
| Physical Education                        | Debra Blanchard           |
| Physical Science                          | Robert Kirkham            |
| Political Science                         | David Dupree              |
| Psychology                                | James Previte             |
| Respiratory Therapy                       | Traci Marin               |
| Restaurant Management                     | Duane Buckles             |
| Social Science                            | Richard Cerreto           |
| Speech/Theatre Arts                       | Jackie Augustine-Carreira |
| Welding                                   | Gary Menser               |

7/11/06

STUDENT SERVICES

JULY 11, 2006

TOPIC: OUT OF STATE TRAVEL – DR. JOHN RUDE

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for Dr. John Rude to travel to Toronto, Ontario, Canada to attend the Nineteenth International Conference on the First-Year Experience held July 24 – 27, 2006.

Fiscal Impact: SSPIRE Grant budgeted item. Not to exceed \$2,200.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Dr. John Rude.

REFERENCE FOR AGENDA: YES

Signed: Willard Sewallen  
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Dr. John A. Rude

Name of Conference/Workshop: Nineteenth International Conference on the First-Year Experience

Location of Conference/Workshop: Toronto, Ontario, Canada

Date(s) of Conference/Workshop: July 24-27, 2006

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 140.00

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_

(call Fiscal Services for \$ per mile) YES NO

Transportation (plane, train, bus): To be prepaid?   460.22

Registration: To be prepaid?   585.00

Lodging/Hotel: To be prepaid?   741.00

Other: Taxi To be prepaid?   90.00

**TOTAL ESTIMATED COST OF TRAVEL:** \$ 2016.22

#### NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # 11046 P.O.# \_\_\_\_\_

John A. Rude 6-12-06  
Signature of Attendee Date

#### APPROVAL TO ATTEND:

Victoria Hides 6-12-06  
Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

#### Please Indicate Budget Approval

Victoria Hides 6-12-06  
Budget Account Manager Signature Date

01-00-31-6455-4120-5202 \$2200.00  
Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
Staff Development Date Staff Dev # \$ Approved

#### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services: Pink. goldenrod: Requestor:

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_

Plane, train, shuttle, bus: \_\_\_\_\_

Taxi/bus fares or parking: \_\_\_\_\_

Conference Registration Fees: \_\_\_\_\_

Lodging/Hotel (exit bill must show zero balance): \_\_\_\_\_

Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Lodging Total: \$ \_\_\_\_\_

### Meals - Itemized by day (list names of others on receipt if applicable)

| Date | Brkfst | Lunch | Dinner | #People | \$ |
|------|--------|-------|--------|---------|----|
|      |        |       |        |         |    |
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|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |

Other: \_\_\_\_\_

Sub-total of expenses: \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET** (returned or payable to employee): \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Fiscal Services Approval Date

#### Processing Instructions -

#### Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

STUDENT SERVICES

JULY 11, 2006

TOPIC: OUT OF STATE TRAVEL – JEFFREY HOLMES

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for Jeffrey Holmes to travel to Toronto, Ontario, Canada to attend the Nineteenth International Conference on the First-Year Experience held July 24 – 27, 2006.

Fiscal Impact: DSPS budgeted item. Not to exceed \$2,122.97.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Jeffrey Holmes.

REFERENCE FOR AGENDA: YES

Signed: Willard Sewallen  
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Jeffrey Holmes

Name of Conference/Workshop: Nineteenth International Conf. on The First Year Experience

Location of Conference/Workshop: 525 Bay Street Toronto, Ontario, Canada M5G2L2

Date(s) of Conference/Workshop: July 23 - 27, 2006

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) X 5 days \$ 175.00

Mileage 198.52 @ \$ 34.5 per mile: 68.48

(call Fiscal Services for \$ per mile) YES NO

Transportation (plane, train, bus): To be prepaid?   541.70 ✓

Registration: To be prepaid?   585.00

Lodging/Hotel: To be prepaid?   752.79 ✓

Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_

**TOTAL ESTIMATED COST OF TRAVEL:** \$ 2,122.97

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

**Staff Development Funding Guidelines are explained on the reverse of this form.**

Requisition # 013183 P.O.# \_\_\_\_\_

[Signature] \_\_\_\_\_ 5-22-06  
Signature of Attendee Date

**APPROVAL TO ATTEND:**

[Signature] \_\_\_\_\_ 5/22/06  
Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

### Please Indicate Budget Approval

[Signature] \_\_\_\_\_ 5-22-06  
Budget Account Manager Signature Date

01-00-31-6420-0000-5200 \$2,122.97  
Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Staff Development Date Staff Dev # \$ Approved

### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
Canary: Staff Development

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_

Plane, train, shuttle, bus: \_\_\_\_\_

Taxi/bus fares or parking: \_\_\_\_\_

Conference Registration Fees: \_\_\_\_\_

Lodging/Hotel (exit bill must show zero balance): \_\_\_\_\_

Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Lodging Total: \$ \_\_\_\_\_

### Meals - Itemized by day (list names of others on receipt if applicable)

| Date | Brkfst | Lunch | Dinner | #People | \$ |
|------|--------|-------|--------|---------|----|
|      |        |       |        |         |    |
|      |        |       |        |         |    |
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|      |        |       |        |         |    |
|      |        |       |        |         |    |

Other: \_\_\_\_\_

Sub-total of expenses: \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET** (returned or payable to employee): \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

### Processing Instructions -

#### Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

STUDENT SERVICES

JULY 11, 2006

TOPIC: OUT OF STATE TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for the following faculty to travel to Toronto, Ontario, Canada to attend the Nineteenth International Conference on the First-Year Experience held July 24 – 27, 2006:

Kelley Beach, Counselor  
Patrick Malone, Assistant Professor, Mathematics  
Karen Tomlin, Professor, English

Fiscal Impact: Title V Cooperative Grant budgeted item. Not to exceed \$6600.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Kelley Beach, Patrick Malone and Karen Tomlin.

REFERENCE FOR AGENDA: YES

Signed: Willard Jewallen  
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

2/6

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Kelley Beach  
 Name of Conference/Workshop: Nineteenth International Conference on the First-Year Experience  
 Location of Conference/Workshop: Toronto, Ontario, Canada  
 Date(s) of Conference/Workshop: July 24-27, 2006

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$ \_\_\_\_\_  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   \_\_\_\_\_  
 Registration: To be prepaid?   \_\_\_\_\_  
 Lodging/Hotel: To be prepaid?   \_\_\_\_\_  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ #2200

NOTES: Expenses paid through stipend  
 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.  
 2) Organization dues and memberships may not be included as part of the Travel Authorization.  
 Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_  
[Signature] \_\_\_\_\_ 5/26/06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**  
[Signature] \_\_\_\_\_ 5/26/06  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

### Please Indicate Budget Approval

\_\_\_\_\_  
 Budget Account Manager Signature Date  
 \_\_\_\_\_  
 Department Budget Account # (12 digits) \$ Approved  
 \_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved  
 \_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

### Processing Instructions - Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel  
 (see 'Guidelines' on reverse side)

### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

### Meals - Itemized by day (list names of others on receipt if applicable)

| Date | Brkfst | Lunch | Dinner | #People | \$ |
|------|--------|-------|--------|---------|----|
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|      |        |       |        |         |    |

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Fiscal Services Approval Date

### Processing Instructions - Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Patrick Malone  
Name of Conference/Workshop: Nineteenth International Conference on the First-Year Experience  
Location of Conference/Workshop: Toronto, Ontario, Canada  
Date(s) of Conference/Workshop: July 24-27- 2006

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$             
Mileage            @ \$            per mile:             
(call Fiscal Services for \$ per mile) YES NO  
Transportation (plane, train, bus): To be prepaid?               
Registration: To be prepaid?               
Lodging/Hotel: To be prepaid?               
Other:            To be prepaid?               
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 2,200<sup>00</sup>

NOTES: Expenses paid through stipend  
1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.  
2) Organization dues and memberships may not be included as part of the Travel Authorization.  
Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition #            P.O.#             
J.P. Malone  
Signature of Attendee            Date           

### APPROVAL TO ATTEND:

Jan. J. K... 6-1-06  
Signature of Supervisor (staff) or Dean, Learning Systems (faculty)            Date           

### Please Indicate Budget Approval

                       
Budget Account Manager Signature            Date             
                        
Department Budget Account # (12 digits)            \$ Approved             
                                              
Faculty Travel Date Faculty Travel # \$ Approved             
                                              
Staff Development Date Staff Dev # \$ Approved           

### Processing Instructions - Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

### Transportation

Mileage            @ \$            per mile: \$             
Plane, train, shuttle, bus:             
Taxi/bus fares or parking:             
Conference Registration Fees:             
Lodging/Hotel (exit bill must show zero balance):             
Room: Days            Rate = \$             
Days            Rate = \$             
Days            Rate = \$           

Lodging Total: \$           

### Meals - Itemized by day (list names of others on receipt if applicable)

| Date | Brkfst | Lunch | Dinner | #People | \$ |
|------|--------|-------|--------|---------|----|
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|      |        |       |        |         |    |

Other:             
Sub-total of expenses:           

LESS AMOUNT PREPAID BY DISTRICT:           

TOTAL NET (returned or payable to employee): \$           

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature            Date           

Fiscal Services Approval            Date           

### Processing Instructions - Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Karen Tomlin  
 Name of Conference/Workshop: Nineteenth International Conference on the First-Year Experience  
 Location of Conference/Workshop: Toronto, Ontario, Canada  
 Date(s) of Conference/Workshop: July 24-27, 2006

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$ \_\_\_\_\_  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   \_\_\_\_\_  
 Registration: To be prepaid?   \_\_\_\_\_  
 Lodging/Hotel: To be prepaid?   \_\_\_\_\_  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_

**TOTAL ESTIMATED COST OF TRAVEL:** \$ 2200<sup>00</sup>

NOTES: Expenses paid through stipend  
 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.  
 2) Organization dues and memberships may not be included as part of the Travel Authorization.  
**Staff Development Funding Guidelines are explained on the reverse of this form.**

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_  
Karen Tomlin 5/24/06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**

Signature of Supervisor (staff) or Dean, Learning Systems (faculty) \_\_\_\_\_ Date \_\_\_\_\_

### Please Indicate Budget Approval

\_\_\_\_\_ Date \_\_\_\_\_  
 Budget Account Manager Signature Date

\_\_\_\_\_ \$ Approved  
 Department Budget Account # (12 digits)

\_\_\_\_\_ \$ Approved  
 Faculty Travel Date Faculty Travel #

\_\_\_\_\_ \$ Approved  
 Staff Development Date Staff Dev #

### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
           Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
           Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

### Meals - Itemized by day (list names of others on receipt if applicable)

| Date | Brkfst | Lunch | Dinner | #People | \$ |
|------|--------|-------|--------|---------|----|
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |
|      |        |       |        |         |    |

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

### Processing Instructions -

#### Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

HUMAN RESOURCES

JULY 11, 2006

TOPIC: CLASSIFIED, NEW, ADDITIONAL POSITIONS

TO: THE BOARD OF TRUSTEES

The district requests the board approve the following additional position:

- Instructional Assistant I, Art

The district requests the board approve the following new position:

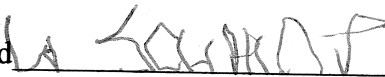
- Environmental Studies Specialist (job description attached)

Fiscal Impact: Budgeted Item

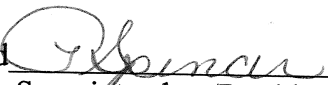
RECOMMENDATION:

It is recommended that the board approve the additional and new positions listed.

REFERENCE FOR AGENDA: NO

Signed   
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed   
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

INSTRUCTION

JULY 11, 2006

TOPIC: CONTRACT EDUCATION SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for payment to Duane Buckles for conducting the Food Handlers Workshops during the months of May and June, 2006 in the amount of \$4,207.00.

Fiscal Impact: Budgeted item not to exceed \$4,207.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve the payment to Duane Buckles for conducting the Food Handlers Workshops during the months of May and June, 2006.

REFERENCE FOR AGENDA: NO

Signed R. Kystowski  
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: BID PARTICIPATION – KRUEGER INTERNATIONAL, INC,

TO THE SUPERINTENDENT/PRESIDENT:

San Mateo County Community College District has arranged access to its furniture purchasing agreements to other public agencies such as Victor Valley College. The San Mateo County Community College District meets federal and state competitive bid processes, and allows for members of the Foundation for California Community Colleges to participate. The bid enables public agencies to purchase high quality furniture products at cost effective prices. Krueger International, Inc. (KI) was selected as an approved vendor for furniture products. We anticipate contracting with KI for campus furniture needs.


The contract term is July 1, 2006, through October 14, 2006.

Fiscal impact: Enables the district to purchase furniture products at competitive bid prices per the San Mateo County Community College District Agreement.

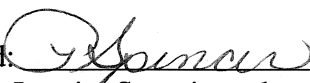
RECOMMENDATION:

It is recommended the Board of Trustees approve the bid participation with Krueger International, Inc. for furniture products and services under the terms and conditions of the San Mateo County Community College District through KI as the vendor.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Interim Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



**PURCHASING AGREEMENT  
FOR  
ACADEMIC APPLICATIONS FURNITURE**

This Agreement for Academic Application Furniture ("Agreement") is entered this 9<sup>th</sup> day of October 2003 by and between San Mateo County Community College District ("Lead Agency") and ~~Kruger International~~ <sup>KRUEGER</sup> <sup>INC.</sup> ("Vendor").

**WHEREAS**, Lead Agency issued a Request for Proposals ("RFP") in connection with soliciting proposals from manufacturers of Academic Application Furniture to provide Academic Application Furniture to Lead Agency and to any member of the Foundation for California Community Colleges ("Participating Agencies").

**WHEREAS**, in response to the RFP, Vendor submitted a Proposal to the RFP ("RFP Proposal"); by this reference, the RFP Proposal is incorporated herein in full.

**NOW THEREFORE**, for good and valuable consideration, Lead Agency and Vendor agree as follows:

1. **PURCHASE ORDER TERMS AND CONDITIONS.** Each Purchase Order or similar instrument issued by the Lead Agency or a Participating Agency for a procurement under this Agreement shall be deemed to have incorporated the terms, covenants, and conditions set forth in this Agreement and in any and all exhibits and addenda attached hereto, subject only to modifications to these terms, covenants, and conditions expressly set forth in writing.
2. **TERM AND TERMINATION.** The term of this Agreement shall be three (3) years, commencing on **October 15, 2003 and terminating October 14, 2006.** Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law. Lead Agency, in its sole discretion, shall have the option to extend the Term for two (2) additional one (1) year Terms ("the Extended Terms") by written notice to Vendor not less than three (3) months prior to and not more than six (6) months prior to expiration of the Term or the first Extended Term, as applicable. If Lead Agency exercises its option for the Extended Terms, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of Lead Agency and Vendor.

Lead Agency may terminate this Agreement upon thirty (30) days advance written notice to the Vendor if there is a default by the Vendor in its performance of a material obligation hereunder and such default in performance is not caused by Lead Agency. Such termination shall be deemed effective the thirtieth (30<sup>th</sup>) day following the date of the written termination notice, unless during such thirty (30) day period, the Vendor shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to Lead Agency's right to terminate this Agreement pursuant to the foregoing, Lead Agency may terminate this Agreement upon written notice to Vendor if: (a) Vendor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Vendor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Vendor or any of Vendor's property on account of Vendor's insolvency; or (b) if vendor disregards applicable laws, codes, ordinances, rules or regulations.

In addition to the foregoing, Lead Agency or a Participating Agency may terminate a Purchase Order or other instrument for procurement upon the terms stated in such Purchase Order or other instrument. If a Purchase Order or other instrument does not include such termination provisions, Lead Agency or the Participating Agency issuing such a Purchase Order or other instrument shall have the right to terminate the Vendor's performance under such a Purchase Order or other instrument upon thirty (30) days advance written notice to the Vendor if there is a default by the Vendor in its performance of a material obligation thereunder and such default in performance is not caused by Lead Agency or Participating Agency, as applicable. Such termination shall be deemed effective the thirtieth (30<sup>th</sup>) day following the date of the written termination notice, unless during such thirty (30) day period, the Vendor shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion.

3. AMENDMENTS. This Agreement may be amended only by written instrument signed by both Lead Agency and Vendor which writing shall state expressly that it is intended by the parties to amend the terms, covenants, and conditions of this Agreement.
4. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits and addenda attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect.
5. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as Lead Agency may specify in writing, Vendor shall have no authority, expressed or implied, to act on behalf of Lead Agency in any capacity whatsoever. Vendor shall have no authority, expressed or implied, pursuant to this Agreement to bind Lead Agency to any obligation whatsoever.
6. TIME OF PERFORMANCE. Time is of the essence and Vendor shall perform, keep, and observe all of the terms, covenants and conditions of this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
7. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. Lead Agency and Participating Agencies are equal opportunity employers. By entering into this Agreement, Vendor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. Vendor's personnel policies shall be made available to Lead Agency upon request.
8. SUBCONTRACTORS. Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing procurement of products and services under this Agreement, the Vendor shall provide Lead Agency or the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Vendor for completing the Vendor's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide products and services valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the product and services to be provided by each such Subcontractor and each Subcontractor's business location. The Vendor shall not substitute any listed Subcontractor, except upon the express consent of the Lead Agency or Participating Agency, as applicable and in strict conformity with applicable law.
9. LICENSES, PATENTS, PERMITS. Vendor shall apply for and maintain in current status all licenses, patents and permits necessary to perform, keep, and observe any of the terms, covenants and conditions to be performed, kept, and observed by Vendor under this Agreement.
10. LIABILITY AND INSURANCE. Vendor shall be responsible for all damages to persons or properties that occur as a result of Vendor's or Vendor's employees fault or negligence in connection with the performance of this Agreement. Vendor shall procure and maintain during the life of this Agreement, **Comprehensive General Liability Insurance** which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate; property damage insurance in an amount not less than \$2,000,000 per occurrence; and **Business Automobile Liability Insurance** in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles. The foregoing notwithstanding, the Lead Agency or a Participating Agency may require additional or different insurance coverages or minimum coverage amounts in connection with any specific procurement of Academic Application Furniture. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Academic Application Furniture and the Vendor shall comply with the same.

The Lead Agency and each Participating Agency procuring Academic Application Furniture hereunder shall

be additional named insured to the Comprehensive General Liability insurance policies of the Vendor and its Subcontractors for each specific procurement of Academic Application Furniture.

Vendor shall have in effect, during the entire life of this Agreement, **Workers' Compensation and Employer Liability Insurance** providing full statutory coverage. In signing this Agreement, Vendor makes the following certification, required by Section 1861 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Agreement." *or* by separately signed affidavit make and certify the following statement: "I have no employees and, therefore, will not submit a Certificate of Workers' Compensation."

**Within five (5) days of issuance** of a Purchase Order or other instrument evidencing the procurement of Academic Application Furniture under this Agreement, Vendor and each Subcontractor identified in its Subcontractors List issued by the Vendor for such Purchase Order shall deliver to the agency issuing such Purchase Order or other instrument Certificates of Insurance evidencing the insurance coverages in the minimum coverage amounts required herein. The Workers Compensation insurance policy and the Comprehensive General Liability insurance policies of the Vendor and each Subcontractor for each specific procurement of Academic Application Furniture shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Lead Agency or a Participating Agency, as applicable.

11. **INDEMNIFICATION.** Vendor shall indemnify and save harmless Lead Agency and each Participating Agency and their respective governing boards, officers, employees, agents, representatives and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance under this Agreement and any specific Academic Application Furniture procurement by Vendor, its officers, agents, employees, Subcontractors, and/or servants. The duty of Vendor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Vendor to indemnify Lead Agency, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the Civil Code. The indemnification and hold harmless agreement set forth above includes, but is not limited to, Vendor's agreement at its sole expense to indemnify Lead Agency and each Participating Agency from and defend or settle any claim or action brought against Lead Agency or any Participating Agency to the extent that it is based on a claim that any products or services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Vendor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by Lead Agency and any Participating Agency for any such claim or action or settlement thereof.

The foregoing shall include without limitation, attorneys fees and costs incurred by Lead Agency or Participating Agency and shall survive the termination of this Agreement or Vendor's completion of obligations under a specific Academic Application Furniture procurement, until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

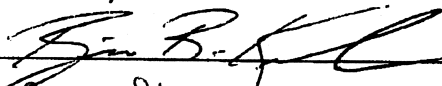
12. **ASSIGNABILITY.** Vendor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Lead Agency, and any attempted assignment without such prior written consent in violation of this paragraph 12 is null and void and automatically shall terminate this Agreement. In the event of any assignment, Vendor shall remain liable to Lead Agency as principal for the performance of all obligations under this Agreement.
13. **FAILURE TO PERFORM.** If, at any time, in the opinion of Lead Agency, Vendor fails to provide products or services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Vendor to be performed, kept, and observed, Lead Agency may give Vendor written notice to correct such conditions or cure such default; and if any such condition or fault shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon Lead Agency or its duly authorized representative may employ other parties to carry this

Agreement to completion as Lead Agency may deem proper.

14. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
15. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.
16. **SEVERABILITY.** Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
17. **WAIVERS.** No waiver of default by Lead Agency of any terms or conditions hereof to be performed, kept, or observed by Vendor shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained.
18. **NOTICES.** All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed as shown below:

If to Lead Agency: San Mateo County Community College District  
Attn: Executive Vice Chancellor  
3401 CSM Drive  
San Mateo, CA 94402

Copy to: San Mateo County Community College District  
Attn: Director, General Services  
3401 CSM Drive  
San Mateo, CA 94402

If to Vendor: ~~Kruger~~ International, Inc.  
~~KRUEGER~~  
Attn:   
P.O. Box 8100  
Green Bay, WI 54302

Either party, by written notice to the other party, may change the address of the notice or the names of the persons or parties to receive written notices.

19. **EXPENDITURE OF PUBLIC FUNDS.** Vendor agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.

20. **PERFORMANCE BOND.** The Vendor shall, if required the terms of the Purchase Order or other similar instrument, provide Lead Agency with a Performance Bond in connection with this Agreement. If required, the Performance Bond shall be in the form and content included in the RFP and shall be in a penal sum equal to One Hundred Percent (100%) of the value of such Purchase Order or other instrument. Performance Bonds, if required shall be acceptable only if issued by an Admitted Surety Insurer under California law.
21. **PROCUREMENT OF ACADEMIC APPLICATION FURNITURE.** Vendor shall furnish and install Academic Application Furniture described in Vendor's RFP Proposal to Lead Agency and all Participating Agencies. Vendor acknowledges and agrees that no specific Academic Application Furniture shall be procured pursuant to this Agreement. Specific procurements of Academic Application Furniture shall be as set forth in the Purchase Order or other similar instrument issued by Lead Agency or a Participating Agency to Vendor. Vendor shall provide the Academic Application Furniture identified in a Purchase Order issued by Lead Agency or a Participating Agency which conforms to the Performance & Service Specifications set forth in the RFP and the pricing structure proposed by Vendor in its RFP Proposal.
22. **TERMS OF SPECIFIC ACADEMIC APPLICATION FURNITURE PROCUREMENTS.** Specific procurements of the Academic Application Furniture subject to the RFP shall be in accordance with the terms set forth in this Agreement, as may be amended by Lead Agency or a Participating Agency for a specific procurement of Academic Application Furniture. Each Purchase Order or similar instrument issued by Lead Agency or a Participating Agency for a procurement of Academic Application Furniture under this Agreement shall be deemed to have incorporated the terms and conditions set forth in this Agreement, subject only to modifications to these terms and conditions expressly set forth in such Purchase Order or other similar instrument.
23. **PAYMENTS.** Payments to Vendor for specific procurements of Academic Application Furniture shall be as set forth in the Purchase Order or other similar instrument issued by Lead Agency or a Participating Agency for a specific procurement of Academic Application Furniture. All payments made by Lead Agency or a Participating Agency for a procurement of Academic Application Furniture hereunder shall be inclusive of all taxes, freight FOB destination, transportation costs, and the costs of labor, tools, equipment for delivery, set-up and installation of Academic Application Furniture procured under this Agreement.

~~23.1. **Rebates to Lead Agency.** Procurements of Academic Application Furniture by the Lead Agency shall be subject to a two percent (2%) rebate from Vendor to the Lead Agency. The foregoing notwithstanding, the Lead Agency may elect to have the two percent (2%) rebated applied as a discount to the purchase price of a specific procurement of Academic Application Furniture. Rebates due the Lead Agency shall be paid by Vendor to the Lead Agency within thirty (30) days of the Lead Agency's issuance of a Purchase Order or other similar instrument for the procurement of Academic Application Furniture.~~

~~23.2 **Rebate to Foundation for California Community Colleges.** Two percent (2%) of the value of each specific procurement of Academic Application Furniture by a Participating Agency shall be rebated by Vendor to the Foundation for California Community Colleges (FCCC). Vendor shall provide FCCC with monthly electronic statements identifying procurements of Academic Application Furniture by any Participating Agency during the immediately preceding month, along with the value of each such procurement and the amount of rebate due FCCC. The aggregate rebate amount due FCCC, as reflected in Vendor's monthly statements shall be paid by Vendor to FCCC within thirty (30) days of the date of Vendor's monthly statement.~~

24. ~~**VENDOR FUNDED SCHOLARSHIPS.** To aid the academic pursuits of students, Vendor agrees to provide one (1) \$1,000 scholarship per campus of the Lead Agency and each Participating Agency per \$100,000 Net Order of Academic Application Furniture procured under this Agreement during each year of the Term of this Agreement. For instance, if a college district operates three colleges which have incurred a total of \$1,425,000 in Academic Application Furniture procurements with Vendor in a calendar year, (14) \$1,000 scholarships will be provided to that college district. The Lead Agency and other Participating Agencies will appropriately acknowledge Vendor's contribution of scholarship funds. Vendor may offer additional scholarship funding to the Lead Agency or a Participating Agency, in the discretion of Vendor. Vendor will~~

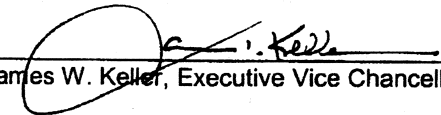
~~make its contribution of scholarship funds by February 1 for the value of the procurements in the immediately prior calendar year. Scholarship checks for the Lead Agency shall be made payable to the San Mateo County Community Colleges Foundation.~~


- 25. **REPORTS.** Vendor shall provide a report to Lead Agency semi-annually on April 30<sup>th</sup> and October 31<sup>st</sup> in the form and content as shown in attached Exhibit A. Reports shall be submitted in paper form to Lead Agency at the address in paragraph 18 above and electronically in Microsoft Excel format to the following address: [bennetr@smccd.net](mailto:bennetr@smccd.net).
- 26. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- 28. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

**SAN MATEO COUNTY COMMUNITY  
COLLEGE DISTRICT**

**KRUGER INTERNATIONAL, INC,  
KRUEGER**

By:   
James W. Keller, Executive Vice Chancellor

By:   
Brian P. Krenke - Western Region VP  
Name/Title of Authorized Signatory

Date: 10-9-03

Date: 10/15/03

Employer Identification Number 94-3084147

Federal Tax Payer Identification Number (EIN):  
39-1375589

EXHIBIT A

SAMPLE FORM OF SEMI-ANNUAL REPORT FROM VENDOR TO LEAD AGENCY

| Year of Sale | Quarter of Sale | Vendor Invoice Date | Vendor Invoice Number | Invoice Amount | Report Total | YTD Total |
|--------------|-----------------|---------------------|-----------------------|----------------|--------------|-----------|
| 2003         | 3               | 2/11/2003           | 2222-99               | 6,550.00       | 7,200.00     | 14,500.00 |

\*Excluding taxes, additional services and transportation

### Pricing Proposal

The Vendor must set forth the discount the Vendor will provide to Participating Agencies for purchases of Academic Application Furniture under a Multiple Awards Academic Application Furniture Contract awarded pursuant to this RFP in the matrix below, based the dollar value of each order. Prices shall be inclusive of all services and requirements noted in Sections A-F, inclusive, of the Performance & Service Specifications section of this RFP. **If a manufacturer wished to provide additional discounting for specific products listed above, please use the Column D to indicate which product this would apply to and the additional discount off of the overall discount structure listed in Column C.**

| A    | B                       | C – California Community Colleges  | D – FCCC Members outside of California |
|------|-------------------------|--|--|
| Tier | List Price Per Order    | Discount Off Current Published List Prices, Inclusive of all Requirements identified in Sections A through F                                       |  |
|      |                         | <b>KI Seating</b><br>(Managerial/Task/Side/Stack/Tablet Arm – except those listed under general classroom furniture/Folding/Stools/Tandem/Modular) |  |
| 1    | \$1 - \$100,000         | 48%  | 48%                                    |
| 2    | \$100,001 - \$250,000   | 51%  | 49%                                    |
| 3    | \$250,001 - \$500,000   | 52%  | 51%                                    |
| 4    | \$500,001 - \$750,000   | 53%  | 51%                                    |
| 5    | \$750,001 - \$2,500,000 | 55%  | 53%                                    |

| A    | B                       | C – California Community Colleges  | D – FCCC Members outside of California |
|------|-------------------------|--|--|
| Tier | List Price Per Order    | Discount Off Current Published List Prices, Inclusive of all Requirements identified in Sections A through F |  |
|      |                         | <b>Desking</b><br>(700 Series Desk/WorkZone/All Terrain)   |  |
| 1    | \$1 - \$100,000         | 48%  | 43%                                    |
| 2    | \$100,001 - \$250,000   | 51%  | 44%                                    |
| 3    | \$250,001 - \$500,000   | 52%  | 45%                                    |
| 4    | \$500,001 - \$750,000   | 53%  | 46%                                    |
| 5    | \$750,001 - \$2,500,000 | 55%  | 48%                                    |



| <b>A</b> | <b>B</b>                | <b>C – California Community Colleges</b>   | <b>D – FCCC Members outside of California</b> |
|----------|-------------------------|--|---|
| Tier     | List Price Per Order    | Discount Off Current Published List Prices, Inclusive of all Requirements identified in Sections A through F |   |
|          |                         | <b>Powered Tables</b><br>(DataLink/In Tandem/PowerComm)  |   |
| 1        | \$1 - \$100,000         | 43%  | 43%   |
| 2        | \$100,001 - \$250,000   | 44%  | 44%   |
| 3        | \$250,001 - \$500,000   | 45%  | 45%   |
| 4        | \$500,001 - \$750,000   | 46%  | 46%   |
| 5        | \$750,001 - \$2,500,000 | 48%  | 48%   |

| <b>A</b> | <b>B</b>                | <b>C – California Community Colleges</b>   | <b>D – FCCC Members outside of California</b> |
|----------|-------------------------|--|---|
| Tier     | List Price Per Order    | Discount Off Current Published List Prices, Inclusive of all Requirements identified in Sections A through F |   |
|          |                         | <b>Multi-Purpose Tables</b><br>(Barron/Portico/Trek/DataLink Multi. /Activity Tables)                        |   |
| 1        | \$1 - \$100,000         | 43%  | 43%   |
| 2        | \$100,001 - \$250,000   | 44%  | 44%   |
| 3        | \$250,001 - \$500,000   | 45%  | 45%   |
| 4        | \$500,001 - \$750,000   | 46%  | 46%   |
| 5        | \$750,001 - \$2,500,000 | 48%  | 48%   |

| <b>A</b> | <b>B</b>                | <b>C – California Community Colleges</b>   | <b>D – FCCC Members outside of California</b> |
|----------|-------------------------|--|---|
| Tier     | List Price Per Order    | Discount Off Current Published List Prices, Inclusive of all Requirements identified in Sections A through F |   |
|          |                         | <b>Files &amp; Storage<br/>(700 Series/E-Series)</b>   |   |
| 1        | \$1 - \$100,000         | 48%  | 48%   |
| 2        | \$100,001 - \$250,000   | 51%  | 49%   |
| 3        | \$250,001 - \$500,000   | 52%  | 50%   |
| 4        | \$500,001 - \$750,000   | 53%  | 51%   |
| 5        | \$750,001 - \$2,500,000 | 55%  | 53%   |

| <b>A</b> | <b>B</b>                | <b>C – California Community Colleges</b>   | <b>D – FCCC Members outside of California</b> |
|----------|-------------------------|--|---|
| Tier     | List Price Per Order    | Discount Off Current Published List Prices, Inclusive of all Requirements identified in Sections A through F |   |
|          |                         | <b>General Classroom Furniture<br/>(Einstein//Dorsal Student Desk/Dorsal 1090)</b>                           |   |
| 1        | \$1 - \$100,000         | 45%  | 45%   |
| 2        | \$100,001 - \$250,000   | 46%  | 46%   |
| 3        | \$250,001 - \$500,000   | 47%  | 47%   |
| 4        | \$500,001 - \$750,000   | 48%  | 48%   |
| 5        | \$750,001 - \$2,500,000 | 50%  | 50%   |

Please note:

KI is required to collect tax in the state of California. Taxes will be added to the end of each order at time of invoice in a lump sum figure; the ship to zip code calculates tax. Taxes will not be collected in the ship to areas that have a tax exempt number on file at KI.



WORKING  
FOR  
YOU

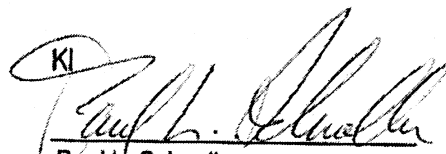
**AMENDMENT #1**

This amendment made this 1 May day of 2006, 2006, between Krueger International, Inc. (KI), and San Mateo County Community College District, amending an original agreement for Administrative Furniture, entered into between said parties on October 15, 2003, in the following respect:

Wireworks is being added to the Administrative Furniture agreement with the following discounts:

|                       | <u>Discount to California<br/>Community Colleges</u> | <u>Discount to FCCC<br/>Members Outside<br/>of California</u> |
|-----------------------|--|---|
| \$1-\$100,000         | 48%  | 43%   |
| \$100,001-\$250,000   | 51%  | 44%   |
| \$250,001-\$500,000   | 52%  | 45%   |
| \$500,001-\$750,000   | 53%  | 46%   |
| \$750,001-\$2,500,000 | 55%  | 48%   |

It is hereby expressly understood and agreed between the parties that all other terms, provisions and conditions of said original agreement, as heretofore amended, shall continue in full force and effect, and the terms of this Amendment are hereby incorporated therein and made a part thereof.

  
Paul L. Schueller,  
Sales Operations Manager

Date

5/24/06

San Mateo County Community College District

  
Rick Bennett,  
Director of General Services

Date

1 May, 2006

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: DONATIONS

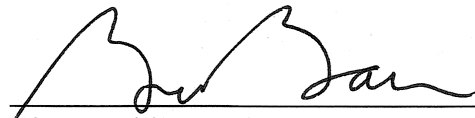
TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$66,079.81 in-kind cash donations, \$9,271.60 in scholarships) for a total amount of \$75,351.41. In addition the Foundation has also received property donations as listed. These donations are for the period from May 1, 2006 through May 31, 2006.

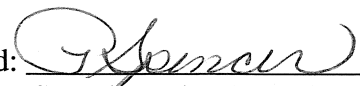
RECOMMENDATION:

It is recommended the Board of Trustees accept the donations as college property.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

**VVC FOUNDATION SUPPORT TO VVC**  
**Expenditures Made From Cash Donations**

May, 2006

| <b>Project Description</b>                  | <b>Post Date</b> | <b>Trans. Amount</b> | <b>Account Description</b> | <b>Reference</b>                                |
|---|------------------|----------------------|----------------------------|---|
| Agriculture (Mojave Sustainability Project) | 05/17/06         | \$400.00             | Consultants                | Honarium for Agriculture Workshop               |
| Agriculture (Mojave Sustainability Project) | 05/30/06         | \$289.24             | Office Expense             | Agriculture supplies                            |
| Agriculture (Mojave Sustainability Project) | 05/30/06         | \$549.46             | Equipment / Supplies       | Bio-diesel pump filters for Agriculture Dept.   |
| <b>Agriculture Total:</b>                   |                  | <b>\$1,238.70</b>    |                            |   |
| CNSA of VVC                                 | 05/02/06         | \$895.84             | Travel                     | Reimb CNSA charges for Nat'l Convention         |
| CNSA of VVC                                 | 05/17/06         | \$219.81             | Catering                   | Farewell to Maggie Keil 5/15 fr CNSA (Catering) |
| <b>CNSA of VVC Total:</b>                   |                  | <b>\$1,115.65</b>    |                            |   |
| Dr. Prem Reddy Fund                         | 05/30/06         | \$19,589.60          | Equipment / Supplies       | Respiratory Therapy (Galileo Ventilator)        |
| Dr. Prem Reddy Fund                         | 05/30/06         | \$515.55             | Catering                   | Dr. Reddy Grant Update Catering                 |
| <b>Dr. Prem Reddy Fund Total:</b>           |                  | <b>\$20,105.15</b>   |                            |   |
| Embroden, Nord (Campus Grant)               | 05/30/06         | \$1,200.00           | Outside Labor              | Transportation (4 loads) Grant Expense          |
| <b>Embroden, Nord (Campus Grant) Total:</b> |                  | <b>\$1,200.00</b>    |                            |   |
| Facilities Fund                             | 05/05/06         | \$14,000.00          | Consultants                | Facilities Consulting                           |
| Facilities Fund                             | 05/17/06         | \$5,250.00           | Postage                    | Postage for Facilities Brochure Mailing         |
| Facilities Fund                             | 05/30/06         | \$7,000.00           | Consultants                | VVCC Planning Svcs. 4/1/06-4/30/06              |
| <b>Facilities Fund Total:</b>               |                  | <b>\$26,250.00</b>   |                            |   |
| Fire Technology Program                     | 05/17/06         | \$414.84             | Awards & Recognition       | Fire Tech Graduation Plaques & Awards           |
| <b>Fire Technology Program Total:</b>       |                  | <b>\$414.84</b>      |                            |   |
| Friends of the Library                      | 05/17/06         | \$53.42              | Equipment / Supplies       | Reimb misc. library supplies                    |
| Friends of the Library                      | 05/17/06         | \$75.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$75.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$75.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$75.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$75.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$75.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$50.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$50.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$50.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$50.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$50.00              | Awards & Recognition       | Writing Contest Award                           |
| Friends of the Library                      | 05/17/06         | \$35.00              | Awards & Recognition       | Writing Contest Award                           |

**VVC FOUNDATION SUPPORT TO VVC**  
**Expenditures Made From Cash Donations**  
**May, 2006**

| <b>Project Description</b>                    | <b>Post Date</b> | <b>Trans. Amount</b> | <b>Account Description</b> | <b>Reference</b>                  |
|---|------------------|----------------------|----------------------------|-----------------------------------|
| Friends of the Library                        | 05/17/06         | \$25.00              | Awards & Recognition       | Writing Contest Award             |
| Friends of the Library                        | 05/17/06         | \$25.00              | Awards & Recognition       | Writing Contest Award             |
| Friends of the Library                        | 05/17/06         | \$25.00              | Awards & Recognition       | Writing Contest Award             |
| Friends of the Library                        | 05/17/06         | \$25.00              | Awards & Recognition       | Writing Contest Award             |
| <b>Friends of the Library Total:</b>          |                  | <b>\$88.42</b>       |                            |                                   |
| Journalism                                    | 05/30/06         | \$878.64             | Equipment / Supplies       | Printer for Rampage Office        |
| <b>Journalism Total:</b>                      |                  | <b>\$878.64</b>      |                            |                                   |
| Nursing Alumni                                | 05/30/06         | \$252.15             | Awards & Recognition       | Reimb for Maggie Kell's Farewell  |
| <b>Nursing Alumni Total:</b>                  |                  | <b>\$252.15</b>      |                            |                                   |
| Nursing Department                            | 05/17/06         | \$75.41              | Hospitality                | Reimb for Tech X Cmte. Food       |
| <b>Nursing Department Total:</b>              |                  | <b>\$75.41</b>       |                            |                                   |
| President's Fund                              | 05/23/06         | \$127.15             | Hospitality                | Greulich & Pringle Flower Arrgmt. |
| President's Fund                              | 05/23/06         | \$50.64              | Hospitality                | Rude Flower Arrgmt.               |
| President's Fund                              | 05/30/06         | \$90.46              | Equipment / Supplies       | Picture Frames                    |
| President's Fund                              | 05/30/06         | \$68.35              | Meals                      | Tenured Faculty Luncheon 5/25/06  |
| <b>President's Fund Total:</b>                |                  | <b>\$336.60</b>      |                            |                                   |
| Restaurant Management - General               | 05/17/06         | \$151.18             | Equipment / Supplies       | 3 Propane Tanks for               |
| <b>Restaurant Mgmt - General Total:</b>       |                  | <b>\$151.18</b>      |                            |                                   |
| Spring - Even Nursing Class                   | 05/18/06         | \$3,277.81           | Equipment / Supplies       | Transfer to ASB Fund for expenses |
| <b>Spring - Even Nursing Class Total:</b>     |                  | <b>\$3,277.81</b>    |                            |                                   |
| The California Wellness Foundation            | 05/02/06         | \$1,481.56           | Printing                   | Health Sciences Brochure          |
| The California Wellness Foundation            | 05/03/06         | \$2,000.00           | Grants Awarded             | Grant Admin. 04/19/06 - 05/02/06  |
| The California Wellness Foundation            | 05/17/06         | \$2,200.00           | Grants Awarded             | Grant Admin. 05/03/06 - 05/17/06  |
| <b>TCWF Grant Total:</b>                      |                  | <b>\$5,681.56</b>    |                            |                                   |
| Wagner, Patricia (Campus Grant)               | 05/30/06         | \$1,891.93           | Equipment / Supplies       | P. Wagner - Campus Grant Expenses |
| <b>Wagner, Patricia (Campus Grant) Total:</b> |                  | <b>\$1,891.93</b>    |                            |                                   |

**VVC FOUNDATION SUPPORT TO VVC**  
**Expenditures Made From Cash Donations**  
**May, 2006**

| <b>Project Description</b>        | <b>Post Date</b> | <b>Trans. Amount</b> | <b>Account Description</b> | <b>Reference</b>                                   |
|-----------------------------------|------------------|----------------------|----------------------------|--|
| Women's Tennis                    | 05/23/06         | \$165.00             | Awards & Recognition       | Women's Tennis Sweatshirts for Graduating Athletes |
| Women's Tennis                    | 05/23/06         | \$195.00             | Admission / Entry Fees     | Women's Tennis Year-End Tournament 05/27           |
| Women's Tennis                    | 05/23/06         | \$1,961.77           | Equipment / Supplies       | Credit Card Charges                                |
| <b>Women's Tennis Total:</b>      |                  | <b>\$2,321.77</b>    |                            |  |
| General Scholarship Clearing Fund | 05/02/06         | \$2,969.11           | Scholarships               | Scholarships Thru 04/28/06                         |
| General Scholarship Clearing Fund | 05/23/06         | \$6,302.49           | Scholarships               | Scholarships Thru 05/19/06                         |
| <b>Scholarships Total:</b>        |                  | <b>\$9,271.60</b>    |                            |  |
| <b>GRAND TOTAL:</b>               |                  | <b>\$75,351.41</b>   |                            |  |

### Victor Valley College District Foundation, Inc.

### Gifts In Kind

May, 2006

| Date                | Constituent              | Fund       | Gift Value Reference                            |
|---------------------|--------------------------|------------|---|
| 5/2/2006            | Joseph Frankoski         | FR-Library | \$1.00 Books (no value stated)                  |
| 5/11/2006           | Karen M. Tomlin          | FR-Library | \$140.00 27 Books                               |
| 5/19/2006           | Tracy L. Davis           | FR-Library | \$100.00 Misc. Books                            |
| 5/31/2006           | Duane's Automotive, Inc. | VVC-Auto   | \$2,000.00 Two Sun Modular Gas Analyzers Bar 90 |
| <b>Grand Total:</b> |                          |            | <b>\$2,241.00</b>                               |

4 Gift(s) listed

47



ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: AUTHORIZED SIGNATORY

TO THE SUPERINTENDENT/PRESIDENT:

For the 2006-2007 fiscal year:

The Vice President of Human Resources, Dr. Marion Boenheim, should be acknowledged as authorized representative of the Board of Trustees to execute:

Certificated and Classified Contracts  
Payroll Revolving Cash Fund  
Contracts and Agreements

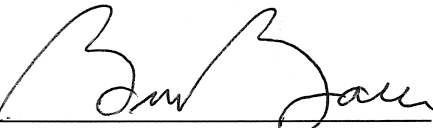
Notices of Employment  
Workers Compensation Claims

Fiscal Impact: none

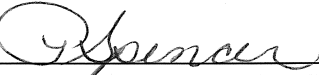
RECOMMENDATION:

It is recommended that the Board of Trustees approve the signature of Dr. Marion Boenheim, to represent the board in the above-named cases for fiscal year 2006-2007 per Education Code 72282.

REFERENCE FOR AGENDA: NO

Signed   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed   
Interim Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: AGREEMENT – NESDOOR AUTOMATIC & MANUAL DOOR SERVICE

TO THE SUPERINTENDENT/PRESIDENT:


The district wishes to enter into a service agreement with NESDOOR Automatic & Manual Door Service for the 2006-2007 fiscal year to provide monthly service as needed to the automatic doors on campus.

Fiscal impact: This is an annually budgeted item from the Maintenance & Operations budget. Total fiscal impact not to exceed \$9,250.00

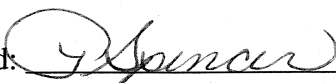
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with NESDOOR Automatic & Manual Door Service as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_



*Automatic and Manual Door Service*

6373667  
1-888-NESDOOR  
Contr. Lic. # 848804  
www.nesdoor.com

**YEARLY SERVICE AGREEMENT**

**DATE:** June 15, 2006  
**TO:** Victor Valley College  
**ATTN:** Chris Hylton, Director of Maintenance  
**Subject:** Service agreement for fiscal year 2006-2007

Thank you for calling NESDOOR Entry Systems for your manual and automatic doors service and installation.

NESDOOR is pleased to submit the following proposal for your approval.

**INCLUSIONS**

**Provide Pedestrian automatic door repair service and repairs as needed for the Fiscal Year of 2006-2007.**

**EXCLUSIONS**

Any parts and/or labor not included in the inclusions

**NOT TO EXCEED TOTAL FOR THE FISCAL YEAR.....\$ 9250.00**

Regards,

Vince Smith  
Customer Service

OK Signature \_\_\_\_\_  
Print name \_\_\_\_\_  
Date \_\_\_\_\_  
P.O. # \_\_\_\_\_

CORPORATE MAILING ADDRESS  
147 W. Route 66, #740 • Glendora • CA 91740  
Fax: 909.971.9790

SALES / SERVICE / INSTALLATIONS  
916 N. Cataract Av • San Dimas • CA 91773  
1-888-NESDOOR • Ph: 909.971.9791 • Fax: 909.971.9790  
6373667

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: BID PARTICIPATION – G/M BUSINESS INTERIORS

TO THE SUPERINTENDENT/PRESIDENT:

San Bernardino County has arranged access to its furniture purchasing agreements to other public agencies such as Victor Valley College. San Bernardino County meets federal and state competitive bid processes, and allows for members of other county agencies to participate. The bid enables public agencies to purchase high quality furniture products at cost effective prices. G/M Business Interiors was selected as an approved vendor for furniture products. We anticipate contracting with G/M Business Interiors to provide various furnishings (workstations, seating, filing, etc.), delivery and installation services for the Advanced Technology Center and Speech/Drama Addition projects.


The contract term is June 30, 2006, through June 30, 2009.

Fiscal impact: Enables the district to purchase furniture products at competitive bid prices per the San Bernardino County Agreement.

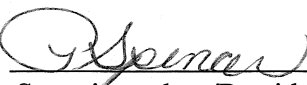
RECOMMENDATION:

It is recommended the Board of Trustees approve the bid participation with G/M Business Interiors for furniture products and services under the terms and conditions of the San Bernardino County Contract through G/M Business Interiors as the vendor.

REFERENCE FOR AGENDA: YES

Signed:  \_\_\_\_\_  
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  \_\_\_\_\_  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

**G/M BUSINESS INTERIORS  
PROJECT PRICING AGREEMENT**

**Between**

**G/M BUSINESS INTERIORS  
1099 West La Cadena Drive  
Riverside, CA. 92501  
USA**

**And**

**VICTOR VALLEY COMMUNITY COLLEGE  
18422 BEAR VALLEY ROAD  
VICTORVILLE, CA. 92395**

**Effective Date: 6-30-06  
Expiration Date: 6-30-09  
Contract #: 30654**

## PROJECT PRICING AGREEMENT

This agreement ("Agreement") expresses the terms and conditions for the supply of products ("Products") and services ("Services") between G/M Business Interiors, together with its subsidiaries ("Seller") 1099 West La Cadena Drive, Riverside, CA. 92501, USA and Victor Valley Community College, together with its subsidiaries ("buyer"), 18422 Bear Valley Road, Victorville, CA. 92392, USA.

In consideration of the mutual promises and upon the conditions contained within this Agreement, the parties agree:

### 1. Scope of Agreement

- 1.1 Based upon Buyer's commitment to establish Seller as its vendor of (workstations), (seating), (filing) for the duration of this contract, Seller agrees to sell Products and provide Services to Buyer under the terms of the Attached County of San Bernardino Contract. **EXHIBIT II**
- 1.2 Products purchased under this Agreement are for the Buyer's own use and are not intended for resale.

### 2. Term of the Agreement

- 2.1 This Agreement becomes binding and enforceable after signature by both parties' legally authorized employees and expires 6-30-09. It may be extended by a written agreement signed by both parties' authorized employees.
- 2.2 Either party may terminate this Agreement, without cause, with 30 days' prior written notice to the other party. This Agreement continues to govern any purchase order placed before the expiration or termination date until either the order is canceled or Products are delivered and installed and Buyer has paid for them.

### 3. Pricing

- 3.1 Prices are determined by applying the appropriate discount to Seller's published list prices in effect when Seller receives Buyer's completed purchase order.
- 3.2 If Buyer's requested shipping date is more than six months after Seller receives Buyer's order, the order may be re-priced using the list prices in effect when Products are shipped.

### 4. Order Procedures

- 4.1 If Buyer orders products incorporating Buyer-supplied fabrics or other materials ("COM"), those orders are subject to Seller's own procedures and conditions regarding those materials stated in Seller's price list catalogs.

- 4.2 Seller acknowledges all purchase orders issued directly to Seller. Acknowledgements state an estimated, scheduled delivery date(s) to Buyer's first-named delivery destination. Seller used its best efforts to meet the estimated delivery dates, but if Seller is unable to do so, it will advise Buyer and work with Buyer to establish an acceptable date.

#### 5. Order Changes and Cancellations

Changes, cancellations, and order postponements are subject to approval by Seller and may result in additional charges according to Seller's standard order change and cancellation policy in effect at the time Buyer's request is received. All requests for changes, cancellations, and order postponements must be made to Seller in writing. Order changes may result in a charge to Buyer's acknowledgement planned delivery date and any commitments with respect to delivery shall be extended as mandated by the change. Seller will use its best efforts to minimize Buyer's cost associated with an order change, cancellation, or postponement.

#### 6. Packaging, Shipping

- 6.1 If Buyer requests special packaging, shipping methods, delivery requirements, Buyer is responsible for any extra costs that result.

#### 7. Invoicing and Payment

- 7.1 Orders placed with Seller are governed by the payment terms mutually agreed between Buyer and Seller.
- 7.2 Orders placed with Seller are invoiced when they are installed or shipped to storage, and payment is due 30 days after the invoice date. Payment terms are subject to Seller's review and approval of Buyer's credit standing. Payment terms are subject to Buyer's ongoing favorable credit standing.
- 7.3 If invoicing discrepancies exist, Buyer may deduct only that portion of the invoice relating to the discrepancy. Buyer must promptly notify Seller, in writing, of the amount in dispute and the reason for dispute so that correction may be made.
- 7.4 Except for taxes measured by Seller's net income, Buyer is responsible for any local or state sales, use or other similar taxes imposed for transactions under this Agreement. Unless Buyer furnishes an exemption certificate to Seller, applicable taxes are added to the invoice.

## 8. Warranty

Herman Miller, Inc., Limited Product Warranty as set forth in Exhibit 1.

## 9. Protection of the Parties

9.1 If a third-party claim alleges that any Products or services that Seller furnishes under this Agreement infringe on any United States patent, trademark, or copyright, Seller must defend Buyer and identify it against the resulting liability, damage, or expense. Buyer must give Seller prompt notice of any claim and must cooperate with Seller and its counsel in the defense of the claim. Seller reserves the right to substitute or modify Products to that they become non infringing but remain functionally equivalent.

9.2 Seller agrees to comply with the Fair Labor Standards Act, as amended, and with all applicable laws and governmental regulations or orders prohibiting discriminating in opportunities for employment by reason of race, color, national origin, religion, sex, age, disability, and military service.

9.3 Seller is not liable for a delay or failure in shipment or performance of any part of this agreement if the delay or failure is caused by:

- An act or omission of Buyer, its agents, employees, or contractors;
- The act of a governmental authority, including agencies and political subdivisions;
- Revolution, riot, or other civil disturbance or disorder, including acts of enemies; or acts of terrorism;
- Strike, or other dispute with or among labor unions; or
- Fire, flood, acts of God,
- Other similar cause not within Seller's reasonable control

Seller is excused from further performance of its obligations for the duration of a force majeure cause.

|                        |                                 |
|------------------------|---------------------------------|
| G/M Business Interiors | Victor Valley Community College |
| Print Name:            | Print Name:                     |
| Signed:                | Signed:                         |
| Title:                 | Title:                          |
| Date signed:           | Date Signed:                    |



# Exhibit 1

## Herman Miller, Inc., Limited Product Warranty

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified below.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

### Herman Miller Standard Commercial Office Furniture Products

#### 12 years

All products sold under the Herman Miller, Meridian®, and Geiger® brand names, except as limited or described below.

### Nonstandard Products

#### 5 years

NP-prefixed Herman Miller Options® products

#### 1 year

All other nonstandard products

### Herman Miller for Healthcare® Products

#### 10 years

CT-prefixed procedure and supply carts, CO- and CV-prefixed Co/Struc® products

#### 5 years

CG-prefixed Casework products, CW-prefixed wire shelving and carts, CX-prefixed stainless steel case carts, CH-prefixed technology carts, casters for CT-prefixed carts

#### 1 year

Casters for CW-, CX-, and CH-prefixed carts; keyless entry lock bar (CT620.)

### Herman Miller Classic Products

#### 3 years

Eames® lounge chair and ottoman, chaise, sofa compact, and two- and three-seat sofas

#### 1 year

Aalto Collection; Capelli stool; Covey Model Six stool; Eames molded plastic arm chairs and side chairs, molded plywood lounge and dining chairs, molded plywood coffee table, molded plywood folding screen, walnut stool, elliptical table, wire-base table, Hang-It-All® rack, storage unit, and desk unit; Goetz™ sofa; Nelson™ platform bench, coconut chair, and marshmallow sofa; Noguchi table; Scooter® stand with wood top

### Herman Miller Textile Alliance Program<sup>SM</sup> Fabrics

#### 3 years

### Herman Miller Design on Textile (DOT®) and Customer's Own Image (COI) Products

#### 1 year

### All Other Products, Parts, and Services

#### 5 years

Electronic ballasts used in task lighting

#### 3 years

All service parts

#### 6 months

All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, fans, keyless locks, and other electronic products for which no warranty is given

### Other Manufacturers' Products

#### None

Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open-line laminates.

### Provisions that apply to all products and services:

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use as a result of a defect in material or workmanship; Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been installed, used, and maintained according to Herman Miller's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. Any modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

### Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- excessive changes in surface finishes due to aging or exposure to light

In addition, Herman Miller does not warrant:

- marks, tears, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone
- defects or failure resulting from normal wear and tear
- the matching of colors, grains, or textures of natural materials
- the colorfastness or the matching of colors of textiles, including an exact match to cuttings or to swatch cards

Herman Miller tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Herman Miller does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Herman Miller's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

**TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.**

**HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective December 1, 2004

Published November 2004



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

|  |                                  |  |  |   |                  |        |        |     |
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| <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Change<br><input type="checkbox"/> Cancel  | Vendor Code<br><b>GMBUSIN271</b> | SC<br>PUR<br>A                         | Dept.<br>PUR<br>A                      | Contract Number<br><b>06-225</b>                        |                  |        |        |     |
| County Department<br><b>Purchasing</b>   |                                  | Dept.<br><b>PUR</b>                    | Orgn.<br><b>PUR</b>                    | Contractor's License No.                                |                  |        |        |     |
| County Department Contract Representative<br><b>Michael Candelaria</b>   |                                  | Telephone<br><b>(909) 387-2463</b>     |  | Total Contract Amount<br><b>Countywide-unencumbered</b> |                  |        |        |     |
| Contract Type<br><input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other: |                                  |  |  |   |                  |        |        |     |
| If not encumbered or revenue contract type, provide reason:  |                                  |  |  |   |                  |        |        |     |
| Commodity Code<br><b>42500</b>   |                                  | Contract Start Date<br><b>4/1/2006</b> | Contract End Date<br><b>3/31/2006</b>  | Original Amount   |                  |        |        |     |
| Amendment Amount   |                                  |  |  |   |                  |        |        |     |
| Fund   | Dept.                            | Organization                           | Appr.                                  | Obj/Rev Source  | GRC/PROJ/JOB No. | Amount |        |     |
| Fund   | Dept.                            | Organization                           | Appr.                                  | Obj/Rev Source  | GRC/PROJ/JOB No. | Amount |        |     |
| Fund   | Dept.                            | Organization                           | Appr.                                  | Obj/Rev Source  | GRC/PROJ/JOB No. | Amount |        |     |
| Project Name<br><b>System/Freestanding<br/>Furniture, Filing Systems,<br/>And Seating</b>  |                                  |  | Estimated Payment Total by Fiscal Year |   |                  |        |        |     |
|  |                                  |  | FY                                     | Amount  | I/D              | FY     | Amount | I/D |
|  |                                  |  |  |   |                  |        |        |     |
|  |                                  |  |  |   |                  |        |        |     |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
**G/M Business Interiors**

hereinafter called **VENDOR**

Address  
**1099 W. La Cadena Dr.**

**Riverside, CA 92501**

Telephone  
**(951) 856-4974**

Federal ID No. or Social Security No.  
**95-2091271**

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

This Agreement is entered into as of April 1, 2006, between **G/M Business Interiors** (hereinafter referred to as **VENDOR**) and the County of San Bernardino (hereinafter referred to as **COUNTY**).

**RECITALS**

**WHEREAS**, the COUNTY desires to designate vendor of choice to provide system/freestanding furniture, filing systems, and seating to all COUNTY departments, AND

**WHEREAS**, the COUNTY conducted a competitive process to find vendors able to provide the necessary services, AND

**WHEREAS**, **G/M Business Interiors** has been evaluated by a committee consisting of user departments and by the COUNTY Purchasing Department (hereinafter referred to as Purchasing) and determined to have the necessary skills to provide services under the terms and conditions provided herein,

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EXHIBIT II

NOW, THEREFORE, the COUNTY designates G/M Business Interiors as the vendor of choice to provide system/freestanding furniture, filing systems, and seating as follows:

**TERM OF AGREEMENT**

The term of this Agreement is for three (3) years, beginning April 1, 2006 and ending March 31, 2009, with an option of two one (1) year extensions based on satisfactory performance. Maximum term of this contract will not exceed five (5) years.

The COUNTY reserves the right to terminate the entire Agreement with a thirty- (30) day written notice of termination in the event the VENDOR does not perform service in a satisfactory manner.

The COUNTY and the VENDOR each reserve the right to terminate the Agreement, for any reason, with a sixty- (60) day written notice of termination. Such termination may include all or part of the services described herein.

The Director of Purchasing for the COUNTY shall have the right to exercise the COUNTY'S authority under this Agreement including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

**GENERAL REQUIREMENTS**

1. DISCOUNTS

Terms of less than thirty (30) days for cash discount will be considered as net.

2. DELIVERY

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. Failure to comply can result in a termination for failure to perform in a satisfactory manner.

3. DELIVERY SERVICE

- A. Delivery shall be made to point as specified to each county address and department as ordered.
- B. Delivery shall be inside delivery to the specified inside point as directed by the receiving department.
- C. Delivery shall be made complete as ordered within the time quoted by VENDOR from receipt of order.
- D. All products shall be supplied on FOB destination basis. All freight and delivery costs shall be included in the prices quoted.
- E. One Delivery-One Invoice  
VENDOR shall deliver each item of an order in one shipment, as partial shipment of an order may be rejected, at the COUNTY'S option, unless specifically authorized on the order.
- F. Prompt delivery and efficient service are essential; failure to furnish such delivery and service will constitute a breach of this Agreement.
- G. Goods shall be preserved, packed and marked in accordance with industry standard practice.

4. VENDOR'S GUARANTEE

In quoting, the VENDOR guarantees to make delivery of all items quoted, either from his stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from VENDOR'S stock or if VENDOR is unable to secure from warehouse or manufacture, it shall be the VENDOR'S responsibility to see that item is obtained from any other source having the item in stock.

In case of default by VENDOR, the County may procure the item from other sources and will charge contract holder for excess costs so paid and the prices paid by the County shall be considered to be the prevailing market price at the time such purchase is made.

5. RETURNED MERCHANDISE

In quoting, the VENDOR agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders.

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**GOODS**

1. **VENDOR will provide systems/modular furniture that includes:**
  - A. Production by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.
  - B. Compliance with specific building and fire code restrictions.
  - C. Multiple options available including materials, finishes, designs, sizes, functions, etc.
  - D. Provide ergonomically designed systems.
  - E. High quality steel lateral files, shelving and storage in various widths and heights.
  - F. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.
  - G. Standard and Quick Ship Lead Times.

2. **INSTALLATION**  
 Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering departments. Job site are to be left clean and neat. Any damage to County property incurred by the VENDOR will be repaired at the VENDOR's expense and any repairs will not be accepted unless approved by the County. If installation is required during evening or weekend hours, at times normally considered "overtime" as provided under state law, the VENDOR shall provide a hourly charge and the total estimate time of completion before work is too be done.

3. **PRICING**  
 The price shall be in the form of a firm discount off manufacturer's published list price during the contract period. The price shall include charges such as installation, shipping, insurance, all other costs, handling of damage claims and manufacturer's errors, and the off site removal of all packing material and debris. Charges not specified in the proposal will not be honored. No design cost shall be included in the pricing, but separately priced on the quote.

**INSTALLED:** All deliveries shall be inside delivery to include; uncrating, assembly, installation, if required, and removal of all debris from the premises.

**DOOR DELIVERY:** All deliveries shall be inside door delivery only. The COUNTY expects this to include inside-the-door delivery to office buildings and warehouse loading docks.

4. **PRODUCT WARRANTY**  
 The COUNTY shall maintain a minimum product warranty requirement of five (5) years. This warranty shall cover all parts and labor, travel time and replacement of any defective parts. Products sold to the COUNTY must contain a label, which defines the lineage of the product, when manufactured or when placed in service for warranty tracking issues. The label information should include a way to track the order by using either a "factory order number" the VENDOR can track or a "serial number" the manufacturer can track. This label shall be provided as standard procedure by the VENDOR or Manufacturer of the product and is not the responsibility of the COUNTY.

5. **DESIGN**  
 For all COUNTY furniture orders, the design labor dollars required to program and develop new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well managed and efficient jobsite installation will be priced hourly and quoted separately from the cost of the furniture. VENDOR is also required to provide precise electrical needs and exact number of electrical circuits required for proper operation of electrical equipment to be used within the furniture.

6. **SPACE PLANNING**  
 In the event that VENDOR may offer additional design services, an hourly design rate shall be offered and negotiated with VENDOR, by the COUNTY. Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wall-covering, reflective ceiling plans, reconfiguration planning, move management and technology planning. The VENDOR shall employ certified interior designers with NCIDQ or CCIDC certifications with licenses and/or four-year architectural degrees.

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**7. SPECIAL EQUIPMENT AND/OR ACCESSORIES**

The COUNTY will expect the VENDOR to provide additional products and/or accessories as required by the requesting department. These accessories may include various signage, ergonomic specialty items, mail-room equipment, special filing equipment, transport carts, specialized lobby and training seating, and other equipment such as wardrobe accessories, floor mats, waste receptacles, audio-visual presentation equipment, clocks, organizing materials, artwork, plants, specific healthcare related items, lunchroom equipment and specialized task lighting. These items may be included with the project products, as separate line items and will be scrutinized by the COUNTY Purchasing Agent for appropriateness and price/value.

**VENDOR PARTICIPATION**

The VENDOR is a very important link in completing a project. Periodically the COUNTY can require that VENDOR be part of the project team. Project teams will consist of typically an assigned Architect, COUNTY Architecture and Engineering Project Manager, Contractor, Building Manager, COUNTY Information Technology Representative, Agency Representatives, and Specialized Contractors such as, Electrical and Structural Engineers, Movers and the awarded VENDORS. It shall be the VENDOR's responsibility to communicate all project requirements and understand all project timelines by attending the agency project meetings.

VENDOR must submit all electrical requirements for contracted furniture including all minimum requirements of circuits needed to safely operate all COUNTY needs. The COUNTY at its discretion, can increase the number of required circuits. All working plans must include all circuits wired and used in all furniture clusters. A 20 amp receptacle must be installed where copiers or other large equipment are to be used. VENDOR will provide to the electrical contractor, via the General Contractor or Agency Representative, wiring schematics for the systems furniture. It is a mandatory that any systems furniture used by the COUNTY can supply 20 amp receptacles.

Information Services Department (ISD) has the responsibility for all COUNTY information technology. VENDOR must notify ISD before installation of data/telephone cabling and data/telephone jacks placements. VENDOR must follow ISD install procedures. Project teams shall determine placement of all data/telephone jacks.

VENDOR shall gain a clear understanding of when furniture must arrive to the jobsite along with necessary installation time to maintain proper project completion timelines. VENDOR must factor all products lead times into their equation to be a successful team member. Attending project meetings is imperative to maintaining critical knowledge of timeline status.

**RISK MANAGEMENT**

Risk Management has the responsibility of insuring the COUNTY against liability. Therefore, it is requested that VENDOR will make available all items that may pose a risk to COUNTY employees. Risk Management will review and submit a list of items meeting its requirements to Purchasing. VENDOR must receive final approval before any item is to be sold to the COUNTY. Any furniture that is deemed unusable or unsafe by the Purchasing Agent or the COUNTY Safety Officer shall be replaced, at the VENDOR's expense, with approved furniture.

**VOLUME PURCHASE DISCOUNTS**

The COUNTY may, from time to time, have the need for a large individual spot purchase, warranting special pricing. Separate quotes with contractors shall be permitted in these cases.

**NONEXCLUSIVE AGREEMENT**

This is not an exclusive Agreement. The COUNTY reserves the right to enter into an Agreement with other vendors for the same or similar services. The COUNTY does not guarantee or represent that the VENDORS will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Agreement.

**SYSTEMS FURNITURE**

The complete catalog of all systems furniture, lines, and accessories available from the VENDOR, to include all types of panel-based modular componentry which can be customized to accommodate multiple workspace designs and applications, will be made available to the County upon request. Systems should ideally include data, voice, and electrical cabling management systems within the system in a racetrack either at the top of the panel or along the bottom of the

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panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL listed and CSA certified.

1. SYSTEMS FURNITURE SPECIFICATIONS

This description covers office systems furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.

2. GENERAL

Vendor hereby certifies all of the following:

- A. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair.
- B. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances, and provide for a stationary work position.
- C. All panels shall be plumb and level.
- D. Panels and components shall have identical range of modularity so that they are interchangeable between workstations.
- E. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

The VENDOR is hereby certifying that the items offered, or functionally similar items that will interface with the system offered under the Agreement, shall remain available for a period of ten (10) years from date of award.

VENDOR hereby warrants its product against defects in materials and workmanship for a period of two (2) years from date of shipment.

3. PANELS

Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tack able, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid grade or better.

4. FLAMMABILITY

All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.

5. ACOUSTICS

Acoustical panels shall have a Noise Reduction Co-efficient (NRC) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40.

6. DIMENSIONS

Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.

7. ELECTRICAL

Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are an integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.

- A. The electrical power distribution system shall be an integral component of the systems furniture.
- B. All electrical system components shall be CSA approved.
- C. Power shall be supplied from the building wiring system to the systems furniture through base or ceiling feeds.
- D. In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg 24 cables without interference from raceway electrical system.

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8. CONNECTIONS

The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.

9. COMPONENT MOUNTING

The system shall provide for suspending components at varying heights on both sides of the panel.

10. LEVELING AND ALIGNMENT

The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum 3/4" adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be one (1) inch.

**WORK SURFACES**

1. TYPES

The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.

2. CONSTRUCTION

Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self edge. When self-edging is used, the corners shall be eased.

3. DIMENSIONS

The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable, but shall be compatible with panel widths.

**DRAWER PEDESTALS**

1. TYPES

The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.

2. DRAWERS

Drawer types shall include pencil or personal drawers, box drawers, and file drawers.

3. LOCKS

Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.

4. SHELVES AND CABINETS

The furniture system shall include shelves and cabinets ranging from 2'-0" to 6'-0" widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.

5. LATERAL FILES AND FILE BINS

Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included.

6. LIGHTING

The furniture systems shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task lights which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task lights shall have individual on/off switches and shall be equipped with

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a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.

### PAPER MANAGEMENT ACCESSORIES

VENDOR shall provide, as an integral part of the systems furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.

### TYPICAL WORKSTATION

All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that the COUNTY expects to procure. Specific orders shall be placed with the VENDOR for those items from his contract that will meet the actual needs of the project.

The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.

### FREESTANDING FURNITURE

A complete catalog of all case goods, furniture lines, and accessories available from VENDOR to include all types of case goods; such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations should be made available to County upon request. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets.

### FILING SYSTEMS AND EQUIPMENT

The complete catalog of all filing systems, freestanding filing cabinets, equipment and accessories available from VENDOR; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage should be made available to County upon request. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.

All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).

All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

### SEATING

The COUNTY requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty. The complete catalog of chairs and other seating available from VENDOR; to include desk and task chairs, group/conference room chairs, executive chairs should be made available to County upon request. This category shall also include lounge seating, reception seating, side seating, and stacking seating.

All desk/task chairs must meet or exceed Cal/OSHA ergonomic program standards and be approved by the County Safety Officer.

If samples of chairs are requested, the chair will be brought to that particular site for the employee to sample and shall be picked up by VENDOR upon completion of the evaluation.

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## GENERAL AGREEMENT TERMS

### 1. LEGALITY AND SEVERABILITY

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

### 2. TAXES

COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on VENDOR or on any taxes levied on employee wages. The COUNTY shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

### 3. REPRESENTATION OF THE COUNTY

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

### 4. VENDOR PRIMARY CONTACT

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written notification and acceptance of the COUNTY. VENDOR will also designate a back-up point of contact in the event the primary contact is not available.

### 5. CHANGE OF ADDRESS

VENDOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

### 6. SUBCONTRACTING

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

### 7. AGREEMENT ASSIGNABILITY

Without the prior written consent of the COUNTY, the Agreement is not assignable by VENDOR either in whole or in part.

### 8. AGREEMENT AMENDMENTS

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

### 9. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Section titled Indemnification.

### 10. VENUE

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

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11. LICENSES AND PERMITS

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

12. NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one (1) working day, in writing and by telephone.

13. CONFLICT OF INTEREST

VENDOR shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the VENDOR or officer or employee of the VENDOR.

14. IMPROPER CONSIDERATION

VENDOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

VENDOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from VENDOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

15. EMPLOYMENT OF FORMER COUNTY OFFICIALS

VENDOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent VENDOR. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of VENDOR. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

16. INACCURACIES OR MISREPRESENTATIONS

If in the administration of an Agreement, the COUNTY determines that VENDOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the COUNTY during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

17. RECYCLED PAPER PRODUCTS

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

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18. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs, and reports prepared by the VENDOR pursuant to this Contract shall be considered property of the COUNTY upon payment for product/services. All such items shall be delivered to the COUNTY at the completion of work under this Contract, subject to the requirements of the Section Termination for Convenience. Unless otherwise directed by the COUNTY, VENDOR may retain copies of such items.

19. INVOICES

VENDOR shall provide COUNTY itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

20. RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of this Agreement or VENDOR's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

21. PARTICIPATION CLAUSE

The COUNTY desires that Municipalities, School Districts, and other Tax Exempt Districts within the State of California requiring system/freestanding furniture, filing systems, and seating, may at their option and through the COUNTY Purchasing Agent, avail themselves of this Agreement. Upon notice in writing, the VENDOR agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this Agreement, with the provision that:

- A. Such Governmental body does not have and will not have in force any other contract for like purchases.
- B. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- C. Such Governmental body shall make purchases under its own name and payment directly to the VENDOR. The COUNTY will not be liable for any such purchase made between the Contractor and another Governmental body who avail themselves of this Agreement.

22. DAMAGE TO COUNTY PROPERTY, FACILITIES, BUILDINGS, OR GROUNDS

The VENDOR shall repair, or cause to be repaired, at its own cost, all damage to COUNTY vehicles, facilities, buildings or grounds caused by the willful or negligent acts of VENDOR or employees or agents of the VENDOR. Such repairs shall be made immediately after VENDOR becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the VENDOR fails to make timely repairs, the COUNTY may make any necessary repairs. The VENDOR, as determined by the COUNTY, for such repairs shall repay all costs incurred by the COUNTY, by cash payment upon demand or COUNTY may deduct such costs from any amounts due to the VENDOR from the COUNTY.

23. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

VENDOR shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

24. DRUG AND ALCOHOL-FREE WORKPLACE

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Agreement, the VENDOR agrees that the VENDOR and the VENDOR'S employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

- A. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- C. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a VENDOR or VENDOR'S employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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The VENDOR shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

The COUNTY may terminate for default or breach of this Agreement and any other agreement the VENDOR has with the COUNTY, if the VENDOR or VENDOR'S employees are determined by the COUNTY not to be in compliance with above.

**25. NOTICE OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**26. PRICE GUARANTEE AND PRICE ESCALATION**

All prices will be considered firm for the entire period of the contract unless otherwise stated. If the Contractor seeks any increases in price the COUNTY requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum thirty days advance written notice is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of the COUNTY must be obtained prior to the effective date of any adjustments. The COUNTY may enforce, adjust or terminate escalating price contracts as it sees fit.

**27. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The COUNTY reserves the right to request the information described herein from the VENDOR selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected VENDOR may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the VENDOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**1. INDEMNIFICATION**

The VENDOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from VENDOR's acts, errors or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

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2. **INSURANCE COVERAGE**

Without in any way affecting the indemnity herein provided and in addition thereto, the **VENDOR** shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- A. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **VENDOR** and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to **COUNTY** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the **COUNTY's** Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the **COUNTY's** Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. **ADDITIONAL NAMED INSURED**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the **COUNTY** and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. **WAIVER OF SUBROGATION RIGHTS**

The **VENDOR** shall require the carriers of the above-required coverage to waive all rights of subrogation against the **COUNTY**, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. **POLICIES PRIMARY AND NON-CONTRIBUTORY**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the **COUNTY**.

6. **PROOF OF COVERAGE**

The **VENDOR** shall immediately furnish certificates of insurance to the **COUNTY** Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. **VENDOR** shall maintain such insurance from the time **VENDOR** commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the **VENDOR** shall furnish certified copies of the policies and all endorsements.

7. **INSURANCE REVIEW**

The above insurance requirements are subject to periodic review by the **COUNTY**. The **COUNTY's** Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the **COUNTY**. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **COUNTY**, inflation, or any other item reasonably related to the **COUNTY's** risk.

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Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

**RIGHT TO MONITOR AND AUDIT**

**1. RIGHT TO MONITOR**

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation, in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the COUNTY.

**2. AVAILABILITY OF RECORDS**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

**STATUS OF PARTIES**

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between VENDOR and COUNTY but is rather an Agreement by and between independent contractors.
2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

**MODIFICATION**

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

**SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**ALTERNATIVE DISPUTE RESOLUTION**

In the event the COUNTY determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**NOTICES**

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

County of San Bernardino  
Purchasing Department  
Attn: Michael Candelaria, Deputy Purchasing Agent  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760

G/M Business Interiors  
1099 W. La Cadena Dr.  
Riverside, CA 92501

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**ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

Any and all terms and conditions contained in the Agreement shall supersede any conflicting terms and conditions contained in any documents, Purchase Orders, Bills of Lading or similar documents.

COUNTY OF SAN BERNARDINO

*Bill Postmus*

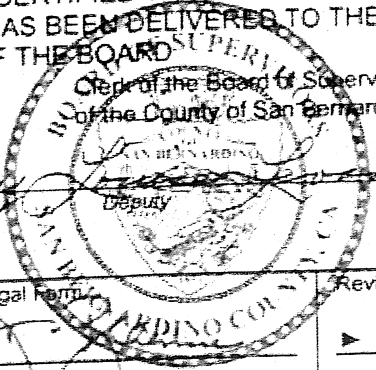
Bill Postmus, Chairman, Board of Supervisors

Dated: MAR 21 2006

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors of the County of San Bernardino,

By *Mary Ann ...*  
Deputy



Approved as to Legal Form  
*Mary Ann ...*  
County Counsel  
Date 3-16-06

Reviewed by Contract Compliance  
Date \_\_\_\_\_

Presented to BOS for Signature  
*Stephen L. Bassey*  
Department Head  
Date 3-16-06

*Clm Business Solutions*  
(Print or type name of corporation, company, contractor, etc.)  
By *Stephen L. Bassey*  
(Authorized signature - sign in blue ink)  
Name STEPHEN L. BASSEY  
(Print or type name of person signing contract)  
Title PRESIDENT/CEO  
(Print or Type)  
Dated: 03.14.06  
Address 1099 W. LA CADENA DR.  
REDHILL, CA 92501

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**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

March 21, 2006

**FROM:** AURELIO W. DE LA TORRE, Director  
Purchasing Department

**SUBJECT:** SYSTEM/FREESTANDING FURNITURE, FILING SYSTEMS, AND SEATING

**RECOMMENDATION:** Acting on behalf of County departments and board-governed special districts, approve agreements listed to provide and install system/freestanding furniture, filing systems, and seating countywide.

| <u>Vendor</u>                       | <u>Agreement No.</u> |
|-------------------------------------|----------------------|
| Corporate Business Interiors        | 06-223               |
| Desert Stationers                   | 06-224               |
| Goforth & Marti Office Supply, Inc. | 06-225               |
| Office Depot, Inc.                  | 06-226               |
| OM Workspace                        | 06-227               |
| Patton Sales Corp.                  | 06-228               |
| Systems Source                      | 06-229               |
| Yocum Business Furnishings          | 06-230               |

**BACKGROUND INFORMATION:** On April 19, 2005, (#38) the Board of Supervisors authorized the issuance of Request for Proposal (RFP) F-99 to provide and install system/freestanding furniture, filing systems, and seating countywide. On September 13, 2005, (#97) Purchasing extended the term of the current agreements to March 31, 2006 to provide and install system/freestanding furniture, filing systems, and seating, and also received authorization to release Request for Qualifications (RFQ) No. G-48 to expand the selected pre-qualified vendors beyond the list proposed to the Board on September 13, 2005. Expanding the list of pre-qualified vendors allowed additional vendors to provide Purchasing cost estimates for system/freestanding furniture, filing systems, and seating countywide, and also addressed local vendor suggestions and participation in the process.

Proposals from both RFP No. F-99 and RFQ No. G-48 were evaluated by a committee comprised of representatives from major user departments (Arrowhead Regional Medical Center, District Attorney, Human Services System, Purchasing, Risk Management, and Sheriff). Evaluation criteria included product lines, training and orientation, order placement, delivery and installation, credentials and related experience, cost, and compliance with county requirements. Also included in the RFQ evaluation committee was a representative from the County Administrative Office.

The eight vendors recommended by the evaluation committee rated highest in overall quality of service and net cost to the County. All eight vendors have different manufacturers for each category, thereby providing departments a wide variety of choices to best meet their individual needs. This action will allow countywide purchases from any of the eight vendors recommended. The agreements will be for a period of three years, and includes the right to terminate for non-performance with 30 days notice, or for any reason with 60 days notice.

cc: Purchasing-Candelaria w/agree.  
Vendor w/agree. c/o Purchasing  
Auditor-Mejico w/agreement  
IDS w/agreement  
Risk Management-Milhiser  
Purchasing-De La Torre  
Co. Counsel-Blakemore  
CAO-Cole  
File w/agreement

ml

Record of Action of the Board of Supervisors  
**AGREEMENTS AS LISTED ABOVE  
APPROVED (CONSENT CALENDAR)**

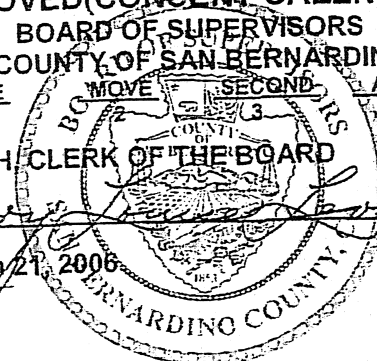
BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

|        |            |           |               |            |            |
|--------|------------|-----------|---------------|------------|------------|
| MOTION | <u>AYE</u> | <u>NO</u> | <u>ABSENT</u> | <u>AYE</u> | <u>AYE</u> |
|        | 1          | 3         | 4             | 4          | 5          |

DENA M. SMITH, CLERK OF THE BOARD

BY 

DATED: March 21, 2006





**BOARD OF SUPERVISORS**  
**SYSTEM/FREESTANDING FURNITURE, FILING SYSTEMS, AND SEATING**  
**March 21, 2006**  
**Page 2 of 2**

Because of the comprehensive RFP/RFQ process and established fixed discount rates, departments will be able to select a vendor of choice based on size of purchase, cost, geographic location of the department, existing stock, experience of vendor, response time, and customer service.

**REVIEW BY OTHERS:** This item has been reviewed by County Counsel (Michelle Blakemore, Deputy County Counsel, 387-5445) on March 7, 2006; Risk Management (Laura Milhiser, Risk Assessment Manager, 386-8620) on March 7, 2006; and the County Administrative Office (Patricia M. Cole, Administrative Analyst III, 387-5346) on March 10, 2006.

**FINANCIAL IMPACT:** The total cost of furnishings is not expected to exceed an aggregate of \$8 million during each year of the agreements. Departments are responsible to ensure that there is adequate funding in their budget when purchasing system/freestanding furniture, filing systems, and seating.

**SUPERVISORIAL DISTRICT(S):** All

**PRESENTER:** Aurelio W. De La Torre, Director of Purchasing, 387-2074

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: AGREEMENT - NORTH STATE ENVIRONMENTAL

TO THE SUPERINTENDENT/PRESIDENT:

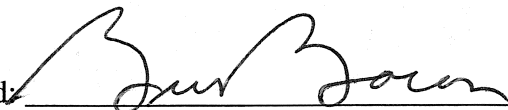
The district wishes to enter into a service agreement with North State Environmental for the 2006-2007 fiscal year to provide hazardous waste removal as required by Environmental Protection Agency for the college. This will include such items as medical waste, oils, paints, antifreeze and other items as required by our instructional and/or administrative programs.

Fiscal impact: This is an annually budgeted item from the Maintenance & Operations budget. Total fiscal impact not to exceed \$24,000.00

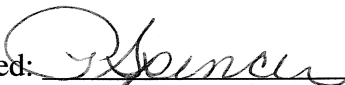
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with North State Environmental as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



**North State Environmental**  
Chemical Waste Disposal • Trucking • Consulting

**March 14, 2006**

**RE: Service Agreement 2006-2007**

## **Victor Valley Community College**

**Attention: Michelle Messer**  
**18422 Bear Valley Road**  
**Victorville, CA 92392**  
**Fax - 760-843-5714**  
**Voice - 760-245-4271 ext 2216**

Dear Ms. Messer,

Thank you for the opportunity to service your hazardous waste need. I have prepared a spill kit for your facility that consists of the following items: (1) Safety bag filled with nitrile gloves, pH strips, sodium bicarbonate for acid neutralization, plug and dike for drums, three bags of drySorb (33lb each bag), four each 20' x 3" spill socks for oil only, 30 each 16" x 16" absorbent pads for oil and chemicals all items contained in a 95 gallon poly over pack drum. The cost for this kit is \$450.00

North State Environmental agrees to continue for the 2006-2007 fiscal year, the following Hazardous Waste Management services for the Victor Valley College.

- ❖ State Certified Analytical Results
- ❖ Tanker Work (including clarifier pumping, storm water disposal, etc.)
- ❖ Roll-Off Work (including lead, asbestos, soil removal, etc.)
- ❖ Laboratory Chemical Packaging (bulks and lab packs - based on attached price list)
- ❖ Universal waste pick up and disposal
- ❖ Consulting Services
- ❖ Maintenance Services (including oils, paints, antifreeze, etc.)
- ❖ Emergency response Services
- ❖ Biological and Infectious waste subcontracting

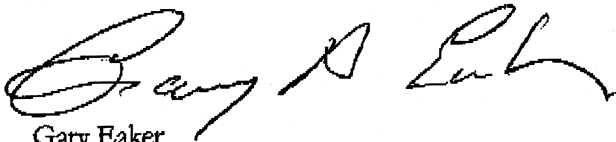
These Services will be provided as deemed necessary. Estimated costs for these services during this 2006-2007 fiscal year not to exceed \$24,000.00 without additional written authorization.

This estimate is based on information provided to North State Environmental by past years of service and Victor Valley College. Signature of this quotation will constitute acceptance of these terms.

North State Environmental looks forward to working with you in the future.

On behalf of North State Environmental, thank you for your business and the opportunity to be of service to you. If you have any questions or require any additional information, please contact me at (909) 875-9288.

Respectfully,



Gary Eaker  
Operations Manager  
North State Environmental

Service Agreement Accepted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
P.O. # (if needed)

## Victor Valley Community College District Contract Pricing 2006

| Item | Description                              | Unit | Unit Cost | Treatment Method |
|------|--|------|-----------|------------------|
| 01   | Flammable Liquid (>8000 BTU, < 3" Solid) |      |           |                  |
| A    | 55 gallon drum                           | Each | \$180.00  |                  |
| B    | 30 gallon Drum                           | Each | \$150.00  |                  |
| C    | Lab Pack 5 gallon                        | Each | \$80.00   |                  |
| D    | Lab Pack 15 gallon                       | Each | \$145.00  |                  |
| E    | Lab Pack 30 gallon                       | Each | \$210.00  |                  |
| F    | Lab Pack 55 gallon                       | Each | \$265.00  |                  |
| 02   | Corrosive Liquid/Solid, Acid/Basic       |      |           |                  |
| A    | 55 gallon drum                           | Each | \$280.00  |                  |
| B    | 30 gallon Drum                           | Each | \$220.00  |                  |
| C    | Lab Pack 5 gallon                        | Each | \$85.00   |                  |
| D    | Lab Pack 15 gallon                       | Each | \$165.00  |                  |
| E    | Lab Pack 30 gallon                       | Each | \$220.00  |                  |
| F    | Lab Pack 55 gallon                       | Each | \$280.00  |                  |
| 03   | Flammable Solid                          |      |           |                  |
| A    | 55 gallon drum                           | Each | \$360.00  |                  |
| B    | 30 gallon Drum                           | Each | \$240.00  |                  |
| C    | Lab Pack 5 gallon                        | Each | \$135.00  |                  |
| D    | Lab Pack 15 gallon                       | Each | \$235.00  |                  |
| E    | Lab Pack 30 gallon                       | Each | \$320.00  |                  |
| F    | Lab Pack 55 gallon                       | Each | \$480.00  |                  |
| G    | CY Box                                   | Each | \$950.00  |                  |
| 04   | Oxidizer Liquid/Solid                    |      |           |                  |
| A    | 55 gallon drum                           | Each | \$300.00  |                  |
| B    | 30 gallon Drum                           | Each | \$200.00  |                  |
| C    | Lab Pack 5 gallon                        | Each | \$135.00  |                  |
| D    | Lab Pack 15 gallon                       | Each | \$235.00  |                  |
| E    | Lab Pack 30 gallon                       | Each | \$320.00  |                  |
| F    | Lab Pack 55 gallon                       | Each | \$480.00  |                  |
| 05   | Toxic Liquid / Solid                     |      |           |                  |
| A    | 55 gallon drum                           | Each | \$290.00  |                  |
| B    | 30 gallon Drum                           | Each | \$230.00  |                  |
| C    | Lab Pack 5 gallon                        | Each | \$95.00   |                  |
| D    | Lab Pack 15 gallon                       | Each | \$145.00  |                  |
| E    | Lab Pack 30 gallon                       | Each | \$240.00  |                  |
| F    | Lab Pack 55 gallon                       | Each | \$300.00  |                  |
| 06   | Flammable corrosives                     |      |           |                  |
| A    | 55 gallon drum                           | Each | \$285.00  |                  |
| B    | 30 gallon Drum                           | Each | \$235.00  |                  |
| C    | Lab Pack 5 gallon                        | Each | \$90.00   |                  |
| D    | Lab Pack 15 gallon                       | Each | \$145.00  |                  |
| E    | Lab Pack 30 gallon                       | Each | \$195.00  |                  |
| F    | Lab Pack 55 gallon                       | Each | \$290.00  |                  |

## Victor Valley Community College District Contract Pricing 2006

| Item | Description                | Unit | Unit Cost | Treatment Method |
|------|----------------------------|------|-----------|------------------|
| 07   | Non-RCRA Liquid / Solid    |      |           |                  |
| A    | 55 gallon drum             | Each | \$0.00    |                  |
| B    | 30 gallon Drum             | Each | \$0.00    |                  |
| C    | Lab Pack 5 gallon          | Each | \$65.00   |                  |
| D    | Lab Pack 15 gallon         | Each | \$145.00  |                  |
| E    | Lab Pack 30 gallon         | Each | \$195.00  |                  |
| F    | Lab Pack 55 gallon         | Each | \$290.00  |                  |
| G    | Lab Pack Cubic Yard Box    | Each | \$550.00  |                  |
| 08   | Oil Based Paint <3" Sludge |      |           |                  |
| A    | 55 gallon drum             | Each | \$210.00  |                  |
| B    | 30 gallon Drum             | Each | \$135.00  |                  |
| C    | Lab Pack 5 gallon          | Each | \$90.00   |                  |
| D    | Lab Pack 15 gallon         | Each | \$140.00  |                  |
| E    | Lab Pack 30 gallon         | Each | \$210.00  |                  |
| F    | Lab Pack 55 gallon         | Each | \$280.00  |                  |
| G    | Lab Pack Cubic Yard Box    | Each | \$730.00  |                  |
| 09   | Paint related materials    |      |           |                  |
| A    | 55 gallon drum             | Each | \$255.00  |                  |
| B    | 30 gallon Drum             | Each | \$135.00  |                  |
| C    | Lab Pack 5 gallon          | Each | \$90.00   |                  |
| D    | Lab Pack 15 gallon         | Each | \$140.00  |                  |
| E    | Lab Pack 30 gallon         | Each | \$210.00  |                  |
| F    | Lab Pack 55 gallon         | Each | \$280.00  |                  |
| G    | Lab Pack Cubic Yard Box    | Each | \$720.00  |                  |
| 10   | Latex Paint                |      |           |                  |
| A    | 55 gallon drum             | Each | \$130.00  |                  |
| B    | 30 gallon Drum             | Each | \$90.00   |                  |
| C    | Lab Pack 5 gallon          | Each | \$40.00   |                  |
| D    | Lab Pack 15 gallon         | Each | \$100.00  |                  |
| E    | Lab Pack 30 gallon         | Each | \$150.00  |                  |
| F    | Lab Pack 55 gallon         | Each | \$200.00  |                  |
| G    | Lab Pack Cubic Yard Box    | Each | \$375.00  |                  |
| 11   | Aerosols                   |      |           |                  |
| A    | 5 gallon                   | Each | \$90.00   |                  |
| B    | 15 gallon                  | Each | \$145.00  |                  |
| C    | 30 gallon                  | Each | \$185.00  |                  |
| D    | 55 gallon                  | Each | \$315.00  |                  |
| 12   | Oil (Non-Halogenated)      |      |           |                  |
| A    | 5 gallon                   | Each | \$50.00   |                  |
| B    | 15 gallon                  | Each | \$85.00   |                  |
| C    | 30 gallon                  | Each | \$95.00   |                  |
| D    | 55 gallon                  | Each | \$120.00  |                  |

## Victor Valley Community College District Contract Pricing 2006

| Item | Description                         | Unit | Unit Cost | Treatment Method |
|------|-------------------------------------|------|-----------|------------------|
| 13   | Oil (Halogenated <10% water, BS&W)) |      |           |                  |
| A    | 5 gallon                            | Each | \$60.00   |                  |
| B    | 15 gallon                           | Each | \$140.00  |                  |
| C    | 30 gallon                           | Each | \$220.00  |                  |
| D    | 55 gallon                           | Each | \$280.00  |                  |
| 14   | Photo Waste                         |      |           |                  |
| A    | 5 gallon                            | Each | \$85.00   |                  |
| B    | 15 gallon                           | Each | \$125.00  |                  |
| C    | 30 gallon                           | Each | \$165.00  |                  |
| D    | 55 gallon                           | Each | \$215.00  |                  |
| 15   | PCB Liquid                          |      |           |                  |
| A    | 5 gallon                            | Each | \$115.00  |                  |
| B    | 15 gallon                           | Each | \$195.00  |                  |
| C    | 30 gallon                           | Each | \$325.00  |                  |
| D    | 55 gallon                           | Each | \$475.00  |                  |
| 16   | PCB Solid                           |      |           |                  |
| A    | 5 gallon                            | Each | \$60.00   |                  |
| B    | 15 gallon                           | Each | \$135.00  |                  |
| C    | 30 gallon                           | Each | \$200.00  |                  |
| D    | 55 gallon                           | Each | \$350.00  |                  |
| E    | Per Pound (drained transformer)     | LB   | \$0.75    |                  |
| 17   | Non-PCB Solid                       |      |           |                  |
| A    | 5 gallon                            | Each | \$45.00   |                  |
| B    | 15 gallon                           | Each | \$75.00   |                  |
| C    | 30 gallon                           | Each | \$175.00  |                  |
| D    | 55 gallon                           | Each | \$300.00  |                  |
| E    | Per Pound (drained transformer)     | LB   | \$0.40    |                  |
| 18   | Light Tubes                         |      |           |                  |
| A    | Fluorescent                         | Foot | \$0.12    |                  |
| B    | Mercury                             | Each | \$4.50    |                  |
| C    | HID                                 | Each | \$4.50    |                  |
| D    | "O" or "U" Tubes                    | Each | \$0.80    |                  |
| E    | Blax Lamps                          | Each | \$0.80    |                  |
| F    | Incandescent Lamps                  | Each | \$0.80    |                  |
| G    | Halogen Lamps                       | Each | \$4.50    |                  |
| H    | Sodium Lamps                        | Each | \$4.50    |                  |
| 19   | Asbestos                            |      |           |                  |
| A    | Bag                                 | Bag  | \$35.00   |                  |
| B    | Yard                                | Yard | \$165.00  |                  |
| 20   | Reactive Liquids/Soilds             |      |           |                  |
| A    | Lab Pack 5 gallon                   | Each | \$140.00  |                  |
| B    | Lab Pack 15 gallon                  | Each | \$210.00  |                  |
| C    | Lab Pack 30 gallon                  | Each | \$300.00  |                  |

## Victor Valley Community College District Contract Pricing 2006

| Item | Description                            | Unit | Unit Cost | Treatment Method |
|------|--|------|-----------|------------------|
| 21   | Ni-Cad Batteries                       |      |           |                  |
| A    | 5 gallon                               | Each | \$35.00   |                  |
| 22   | Lithium Batteries                      |      |           |                  |
| A    | 5 gallon                               | Each | \$35.00   |                  |
| 23   | Sealed Lead Acid Batteries             |      |           |                  |
| A    | 5 gallon                               | Each | \$10.00   |                  |
| 24   | Lead Acid Batteries                    |      |           |                  |
| A    | 5 gallon                               | Each | \$40.00   |                  |
| B    | 15 gallon                              | Each | \$70.00   |                  |
| C    | 30 gallon                              | Each | \$140.00  |                  |
| D    | 55 gallon                              | Each | \$260.00  |                  |
| 25   | *Alkaline Batteries                    |      |           |                  |
| A    | 5 gallon                               | Each | \$40.00   |                  |
| B    | 15 gallon                              | Each | \$60.00   |                  |
| C    | 30 gallon                              | Each | \$120.00  |                  |
| D    | 55 gallon                              | Each | \$250.00  |                  |
| 26   | Toxic Solid                            |      |           |                  |
| A    | 55 gallon drum                         | Each | \$290.00  |                  |
| B    | 30 gallon Drum                         | Each | \$230.00  |                  |
| C    | Lab Pack 5 gallon                      | Each | \$95.00   |                  |
| D    | Lab Pack 15 gallon                     | Each | \$145.00  |                  |
| E    | Lab Pack 30 gallon                     | Each | \$220.00  |                  |
| F    | Lab Pack 55 gallon                     | Each | \$300.00  |                  |
| 27   | Mercury Elemental                      |      |           |                  |
| A    | 5 gallon                               | Each | \$325.00  |                  |
| B    | 15 gallon                              | Each | \$525.00  |                  |
| 28   | Mercury Compounds                      |      |           |                  |
| A    | 5 gallon                               | Each | \$325.00  |                  |
| B    | 15 gallon                              | Each | \$525.00  |                  |
| 29   | Mercury Debris                         |      |           |                  |
| A    | 5 gallon                               | Each | \$350.00  |                  |
| B    | 15 gallon                              | Each | \$550.00  |                  |
| 30   | Class 9 Liquid/Solid                   |      |           |                  |
| A    | Lab Pack 5 gallon                      | Each | \$80.00   |                  |
| B    | Lab Pack 15 gallon                     | Each | \$145.00  |                  |
| C    | Lab Pack 30 gallon                     | Each | \$210.00  |                  |
| D    | Lab Pack 55 gallon                     | Each | \$260.00  |                  |
| 31   | Other Regulated Substances - Specimens |      |           |                  |
| A    | 55 gallon drum                         | Each | \$350.00  |                  |
| B    | 30 gallon drum                         | Each | \$250.00  |                  |



## Victor Valley Community College District Contract Pricing 2006

| Item | Description                                     | Unit | Unit Cost  | Treatment Method |
|------|---|------|------------|------------------|
| 32   | Flammable Toxic                                 |      |            |                  |
| A    | 55 gallon drum                                  | Each | \$245.00   |                  |
| B    | 30 gallon drum                                  | Each | \$200.00   |                  |
| C    | Lab Pack 5 gallon                               | Each | \$95.00    |                  |
| D    | Lab Pack 15 gallon                              | Each | \$160.00   |                  |
| E    | Lab Pack 30 gallon                              | Each | \$225.00   |                  |
| F    | Lab Pack 55 gallon                              | Each | \$300.00   |                  |
| 33   | Non-Flammable, Flammable or Toxic Gas Cylinders |      |            |                  |
| A    | Large   | Each | \$400.00   |                  |
| B    | Medium  | Each | \$250.00   |                  |
| C    | Small (Lecture Bottles)                         | Each | \$180.00   |                  |
| 34   | Poison Inhalation Hazard Zone B-E Gas Cylinders |      |            |                  |
| A    | Large   | Each | \$950.00   |                  |
| B    | Medium  | Each | \$450.00   |                  |
| C    | Small (Lecture Bottles)                         | Each | \$300.00   |                  |
| 35   | Poison Inhalation Hazard Zone "A" Gas Cylinders |      |            |                  |
| A    | Large   | Each | \$1,300.00 |                  |
| B    | Medium  | Each | \$690.00   |                  |
| C    | Small (Lecture Bottles)                         | Each | \$450.00   |                  |
| D    | Add'l Transport                                 | Each | \$350.00   |                  |
| 36   | Bulk Transportation                             |      |            |                  |
| A    | Hourly - Vacuum Truck                           | Hour | \$68.00    |                  |
| B    | Roll-Off Truck                                  | Hour | \$65.00    |                  |
| C    | Bobtail Truck                                   | Hour | \$55.00    |                  |
| 37   | LPG Cylinders                                   |      |            |                  |
| A    | 5 lbs   | Each | \$20.00    |                  |
| 38   | Organic Peroxides                               |      |            |                  |
| A    | 5 gallon drum                                   | Each | \$140.00   |                  |
| 39   | Waste Tires                                     | Each |            |                  |
| 40   | Bio Waste                                       | LB   | \$2.10     |                  |

## Victor Valley Community College District Contract Pricing 2006

| Item | Description   | Unit | Unit Cost | Treatment Method |
|------|---|------|-----------|------------------|
| 41   | Empty Containers                                    |      |           |                  |
| A    | 5 gallon  | Each | \$5.00    |                  |
| B    | 10 gallon   | Each | \$10.00   |                  |
| C    | 15 gallon   | Each | \$0.00    |                  |
| D    | 55 gallon   | Each | \$20.00   |                  |
| E    | Cylinder  | Each | \$25.00   |                  |
| 42   | Clarifier Waste                                     |      |           |                  |
| A    | Non-RCRA liquid                                     | Gal  | \$0.72    |                  |
| B    | Non-RCRA Solid                                      | Gal  | \$1.00    |                  |
| C    | Non-RCRA Washout                                    | Each | \$250.00  |                  |
| D    | Non-Hazardous liquid                                | Gal  | \$0.42    |                  |
| E    | Non-Hazardous solid                                 | Gal  | \$1.00    |                  |
| F    | Non-Hazardous Washout                               | Each | \$150.00  |                  |
| 43   | Other   |      |           |                  |
| A    | PCB Test Kits                                       | Each | \$26.00   |                  |
| B    | PCB Analytical                                      | Each | \$85.00   |                  |
| 44   | E - Waste   |      |           |                  |
| A    | Copier  | Each | \$10.00   |                  |
| B    | Mouse   | Each | \$3.00    |                  |
| C    | CPU   | Each | \$10.00   |                  |
| D    | Keyboard  | Each | \$5.00    |                  |
| E    | Monitor   | Each | N/C       |                  |
| F    | Printer   | Each | \$5.00    |                  |
| G    | Router  | Each | \$15.00   |                  |
| 45   | Non-Packaging Related Labor                         |      |           |                  |
| A    | Chemist   | Each | \$42.00   |                  |
| B    | Technician  | Each | \$28.00   |                  |
| 46   | <b>ER RATES - 3 hours response - 4 hour minimum</b> |      |           |                  |
|      | Chemist   | Hour | \$95.00   |                  |
|      | Technician  | Hour | \$75.00   |                  |
|      | Vacuum / Rolloff                                    | Hour | \$115.00  |                  |
|      | Confined Space team (2)                             | Hour | \$325.00  |                  |

## Victor Valley Community College District Contract Pricing 2006

| Item | Description               | Unit | Unit Cost | Treatment Method |
|------|---------------------------|------|-----------|------------------|
| 47   | Supplies - tax will apply |      |           |                  |
| A    | 85 gal Overpack           | Each | \$160.00  |                  |
| B    | 55 gal Metal              | Each | \$38.00   |                  |
| C    | 55 gal Poly               | Each | \$29.00   |                  |
| D    | 55 gal Fiber              | Each | \$32.00   |                  |
| E    | 30 gal Metal              | Each | \$32.00   |                  |
| F    | 30 gal Poly               | Each | \$27.00   |                  |
| G    | 30 gal Fiber              | Each | \$30.00   |                  |
| H    | 15 gal Metal              | Each | \$21.50   |                  |
| I    | 15 gal Poly               | Each | \$23.00   |                  |
| J    | 15 gal Fiber              | Each | \$24.00   |                  |
| K    | 5 gal Metal               | Each | \$10.00   |                  |
| L    | 5 gal Poly                | Each | \$12.00   |                  |
| M    | 5 gal Fiber               | Each | \$10.00   |                  |
| N    | Vermiculite               | Each | \$12.00   |                  |
| O    | Cubic Yard Box            | Each | \$68.00   |                  |
| P    | Asbestos Bags             | Each | \$3.00    |                  |
| Q    | Labels                    | Each | \$0.00    |                  |
| R    | Hand Pump                 | Each | \$12.00   |                  |
| S    | PIH Box                   | Each | \$24.00   |                  |
| T    | Tote                      | Each | \$0.00    |                  |

Tax is based on supply items only. Unless otherwise specified above rates include Hazardous Categorization, PPE, packing, transportation and disposal. This pricing will apply to the entire length of the contract and beyond should both parties agree to the above rate schedule.

ADMINISTRATIVE SERVICES

JULY 11, 2006

TOPIC: AGREEMENT – AMERICA’S XPRESS RENT-A-CAR

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into an agreement with America’s Xpress Rent-a-Car to provide rental vans as needed for athletic events and vocational and academic field trips for the 2006 – 2007 fiscal year.

Fiscal Impact: This is an annually budgeted item from the Transportation budget. Total fiscal impact not to exceed \$25,000.00

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with America’s Xpress Rent-a-Car as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



200 W. Baseline  
San Bernardino, CA 92410  
(909) 885-4433 • Fax (909) 885-4636

Victor Valley Community College  
Mr. Chris Hylton  
Director of Maintenance and Operations  
18422 Bear Valley Rd  
Victorville, CA 92392

June 15, 2006

RE: Transportation Agreement for 2006 – 2007


Mr. Hylton;

We are looking forward to providing the transportation needs for Victor Valley Community College in the up coming year. The rates remain the same as last year and are listed below. The purchase order is not to exceed \$25,000.00.

| TYPE                  | RATE  | MILEAGE   | TAX RATE |
|-----------------------|-------|-----------|----------|
| Mini Van              | 49.95 | Unlimited | 7.75%    |
| 8 Passenger Full Size | 59.95 | Unlimited | 7.75%    |
| 15 Passenger          | 69.95 | Unlimited | 7.75%    |
| Midsize Car           | 34.95 | Unlimited | 7.75%    |

The unlimited mileage is for southern California trips only. The vehicle damage waiver is optional and the rate is \$14.95 per day.

Xpress Rent-A-Car provides delivery and pick-up of the vehicles free of charge. The vehicles go out full of gas and will be gassed by our company and billed on the rental agreement. Please feel free to contact me if you have questions or concerns.

  
Rod Canada  
Representative for  
Xpress Rent-A-Car

\_\_\_\_\_  
Chris Hylton  
Representative for  
Victor Valley Community College

INSTRUCTION

JULY 11, 2006

TOPIC: AGREEMENT – SAN MANUEL FIRE DEPARTMENT

TO THE SUPERINTENDENT/PRESIDENT:

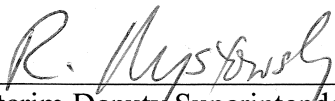
The District wishes to enter into an agreement with the San Manuel Fire Department for the purpose of contributing to the education for Emergency Medical Technician-Paramedic, Emergency Medical Technician and other related Allied Health programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

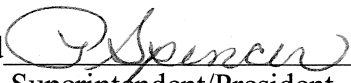
RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with the San Manuel Fire Department as attached.

REFERENCE FOR AGENDA: Yes

Signed   
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

# VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road  
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between San Manuel Fire Dept. (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,  
WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

WHEREAS it is to the mutual benefit of both the DISTRICT and the FIELD that students have opportunities for clinical education as students and future practitioners,

The following Agreement is affected by the proper authorizing bodies of both parties each in independent status from the other. The Agreement is to be governed by the following concepts of cooperative action:

## II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

## III. RESPONSIBILITIES OF THE DISTRICT

### A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the

beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

B. General

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

IV. RESPONSIBILITIES OF THE FIELD

A. Educational

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise



impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

## V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the

DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

## VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement (“Defaulting Party”). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party (“Non-Defaulting Party”). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party’s breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties’ indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or

other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

- F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

- G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

- H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

IF TO THE DISTRICT:

Victor Valley Community College District  
18422 Bear Valley Road  
Victorville, CA 92394

Fax: 760-245-4271  
Tel: 760-245-4271 Ext. 2338  
Attn: Scott C. Jones

IF TO THE FIELD:

San Manuel Fire Dept.  
26540 Indian Service Rd.  
Highland, CA 92346

Fax:  
Tel:  
Attn:

IF TO THE DISTRICT'S LEGAL COUNSEL:

Liebert, Cassidy, Whitmore  
6033 W. Century Blvd., Suite 500  
Los Angeles, CA 90045  
Fax: 310-337-0837  
Tel: 310-981-2000  
Attn: Peter Brown

IF TO THE FIELD'S COUNSEL:

Fax:  
Tel:  
Attn:

- I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD 's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this

Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**Victor Valley Community College District**  
18422 Bear Valley Road  
Victorville, CA 92392

**San Manuel Fire Department**  
26540 Indian Service Road  
Highland, CA 92346

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

APPROVED AS TO FORM:

**Liebert Cassidy Whitmore**

By:  
Peter J. Brown, Attorneys for Victor Valley  
College

**Counsel for Entity**

By: \_\_\_\_\_, Attorneys for

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

EXHIBIT "A"  
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

INSTRUCTION

JULY 11, 2006

TOPIC: AGREEMENT – SAN BERNARDINO CITY FIRE DEPARTMENT

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to enter into an agreement with the San Bernardino City Fire Department for the purpose of contributing to the education for Emergency Medical Technician-Paramedic, Emergency Medical Technician and other related Allied Health programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with the San Bernardino City Fire Department as attached.

REFERENCE FOR AGENDA: Yes

Signed R. Myszowski  
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_



# VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road  
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between San Bernardino City Fire Department (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,  
WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

WHEREAS it is to the mutual benefit of both the DISTRICT and the FIELD that students have opportunities for clinical education as students and future practitioners,

The following Agreement is affected by the proper authorizing bodies of both parties each in independent status from the other. The Agreement is to be governed by the following concepts of cooperative action:

## II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

## III. RESPONSIBILITIES OF THE DISTRICT

### A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The

Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

**B. General**

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

**IV. RESPONSIBILITIES OF THE FIELD**

**A. Educational**

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

**B. General**

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the

judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

## V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall

contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

## VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement ("Defaulting Party"). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party ("Non-Defaulting Party"). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party's breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties' indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of

public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

- F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

- G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

- H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

**IF TO THE DISTRICT:**

Victor Valley Community College District  
18422 Bear Valley Road  
Victorville, CA 92394

Fax: 760-245-4271

Tel: 760-245-4271 Ext. 2338

Attn: Scott C. Jones

**IF TO THE DISTRICT'S LEGAL COUNSEL:**

Liebert, Cassidy, Whitmore  
6033 W. Century Blvd., Suite 500

Los Angeles, CA 90045

Fax: 310-337-0837

Tel: 310-981-2000

Attn: Peter Brown

**IF TO THE FIELD:**

**San Bernardino City Fire Department**

300 North "D" Street

San Bernardino, CA 92418

Fax:

Tel:

Attn:

**IF TO THE FIELD'S COUNSEL:**

Fax:

Tel:

Attn:

- I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and

secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In

the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**Victor Valley Community College District**  
18422 Bear Valley Road  
Victorville, CA 92392

**San Bernardino City Fire Department**  
300 North "D" Street  
San Bernardino, CA 92418

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

APPROVED AS TO FORM:

**Liebert Cassidy Whitmore**

By:  
Peter J. Brown, Attorneys for Victor Valley  
College

**Counsel for Entity**

By: \_\_\_\_\_, Attorneys for  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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EXHIBIT "A"  
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

INSTRUCTION

JULY 11, 2006

TOPIC: AGREEMENT – MURRIETA FIRE DEPARTMENT

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to enter into an agreement with the Murrieta Fire Department for the purpose of contributing to the education for Emergency Medical Technician-Paramedic, Emergency Medical Technician and other related Allied Health programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with the Murrieta Fire Department as attached.

REFERENCE FOR AGENDA: Yes

Signed *R. Nystrom*  
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Spencer*  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

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# VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road  
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between Murrieta Fire Dept. (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,  
WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

WHEREAS it is to the mutual benefit of both the DISTRICT and the FIELD that students have opportunities for clinical education as students and future practitioners,

The following Agreement is affected by the proper authorizing bodies of both parties each in independent status from the other. The Agreement is to be governed by the following concepts of cooperative action:

## II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

## III. RESPONSIBILITIES OF THE DISTRICT

### A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the

beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

B. General

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

IV. RESPONSIBILITIES OF THE FIELD

A. Educational

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise

impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

## V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the

DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

## VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement (“Defaulting Party”). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party (“Non-Defaulting Party”). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party’s breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties’ indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or

other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

IF TO THE DISTRICT:

Victor Valley Community College District  
18422 Bear Valley Road  
Victorville, CA 92394

Fax: 760-245-4271  
Tel: 760-245-4271 Ext. 2338  
Attn: Scott C. Jones

IF TO THE FIELD:

Murrieta Fire Dept.  
41825 Juniper Street  
Murrieta, CA 92562

Fax:  
Tel:  
Attn:

IF TO THE DISTRICT'S LEGAL COUNSEL:

Liebert, Cassidy, Whitmore  
6033 W. Century Blvd., Suite 500  
Los Angeles, CA 90045  
Fax: 310-337-0837  
Tel: 310-981-2000  
Attn: Peter Brown

IF TO THE FIELD'S COUNSEL:

Fax:  
Tel:  
Attn:

I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.



- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this

Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**Victor Valley Community College District**  
18422 Bear Valley Road  
Victorville, CA 92392

**Murrieta Fire Dept.**  
41825 Juniper Street  
Murrieta, CA 92562

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

**Liebert Cassidy Whitmore**

By:  
Peter J. Brown, Attorneys for Victor Valley  
College

**Counsel for Entity**

By: \_\_\_\_\_, Attorneys for  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT "A"  
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

INSTRUCTION

JULY 11, 2006

TOPIC: AGREEMENT – UPLAND FIRE DEPARTMENT

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to enter into an agreement with the Upland Fire Department for the purpose of contributing to the education for Emergency Medical Technician-Paramedic, Emergency Medical Technician and other related Allied Health programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with the Upland Fire Department as attached.

REFERENCE FOR AGENDA: Yes

Signed *R. Appowdy*  
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *J. Spencer*  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

# VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road  
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between Upland Fire Dept. (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,

WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

WHEREAS it is to the mutual benefit of both the DISTRICT and the FIELD that students have opportunities for clinical education as students and future practitioners,

The following Agreement is affected by the proper authorizing bodies of both parties each in independent status from the other. The Agreement is to be governed by the following concepts of cooperative action:

## II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

## III. RESPONSIBILITIES OF THE DISTRICT

### A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the

beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

B. General

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

IV. RESPONSIBILITIES OF THE FIELD

A. Educational

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise

impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

#### V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the



DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

## VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement (“Defaulting Party”). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party (“Non-Defaulting Party”). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party’s breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties’ indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or

other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

- F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

- G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

- H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

IF TO THE DISTRICT:

Victor Valley Community College District  
18422 Bear Valley Road  
Victorville, CA 92394

Fax: 760-245-4271  
Tel: 760-245-4271 Ext. 2338  
Attn: Scott C. Jones

IF TO THE DISTRICT'S LEGAL COUNSEL:

Liebert, Cassidy, Whitmore  
6033 W. Century Blvd., Suite 500  
Los Angeles, CA 90045  
Fax: 310-337-0837  
Tel: 310-981-2000  
Attn: Peter Brown

IF TO THE FIELD:

Upland Fire Dept.  
475 North 2<sup>nd</sup> Ave  
Upland, CA 91786

Fax:  
Tel:  
Attn:

IF TO THE FIELD'S COUNSEL:

Fax:  
Tel:  
Attn:

- I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this

Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**Victor Valley Community College District**  
18422 Bear Valley Road  
Victorville, CA 92392

**Upland Fire Dept.**  
475 North 2<sup>nd</sup> Ave  
Upland, CA 91786

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

**Liebert Cassidy Whitmore**

By:  
Peter J. Brown, Attorneys for Victor Valley  
College

**Counsel for Entity**

By: \_\_\_\_\_, Attorneys for  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT "A"  
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

INSTRUCTION

JULY 11, 2006

TOPIC: AGREEMENT – REDLANDS FIRE DEPARTMENT

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to enter into an agreement with the Redlands Fire Department for the purpose of contributing to the education for Emergency Medical Technician-Paramedic, Emergency Medical Technician and other related Allied Health programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with the Redlands Fire Department as attached.

REFERENCE FOR AGENDA: Yes

Signed R. Kupstowsky  
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed G. Spencer  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

# VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road  
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between Redlands Fire Dept. (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,

WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

WHEREAS it is to the mutual benefit of both the DISTRICT and the FIELD that students have opportunities for clinical education as students and future practitioners,

The following Agreement is affected by the proper authorizing bodies of both parties each in independent status from the other. The Agreement is to be governed by the following concepts of cooperative action:

## II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

## III. RESPONSIBILITIES OF THE DISTRICT

### A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the

beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

B. General

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

IV. RESPONSIBILITIES OF THE FIELD

A. Educational

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise



impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

## V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the

DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

## VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement (“Defaulting Party”). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party (“Non-Defaulting Party”). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party’s breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties’ indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or

other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

- F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

- G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

- H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

IF TO THE DISTRICT:

Victor Valley Community College District  
18422 Bear Valley Road  
Victorville, CA 92394

Fax: 760-245-4271  
Tel: 760-245-4271 Ext. 2338  
Attn: Scott C. Jones

IF TO THE DISTRICT'S LEGAL COUNSEL:

Liebert, Cassidy, Whitmore  
6033 W. Century Blvd., Suite 500  
Los Angeles, CA 90045  
Fax: 310-337-0837  
Tel: 310-981-2000  
Attn: Peter Brown

IF TO THE FIELD:

Redlands Fire Dept.  
35 Cajon Street Ste. 12  
Redlands, CA 92373

Fax:  
Tel:  
Attn:

IF TO THE FIELD'S COUNSEL:

Fax:  
Tel:  
Attn:

- I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this

Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**Victor Valley Community College District**  
18422 Bear Valley Road  
Victorville, CA 92392

**Redlands Fire Dept.**  
35 Cajon Street Ste 12  
Redlands, CA 92373

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

**Liebert Cassidy Whitmore**

By:  
Peter J. Brown, Attorneys for Victor Valley  
College

**Counsel for Entity**

By: \_\_\_\_\_, Attorneys for  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT "A"  
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

INSTRUCTION

JULY 11, 2006

TOPIC: AGREEMENT – CHINO VALLEY INDEPENDENT FIRE DEPARTMENT

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to enter into an agreement with Chino Valley Independent Fire Department for the purpose of contributing to the education for Emergency Medical Technician-Paramedic, Emergency Medical Technician and other related Allied Health programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with Chino Valley Independent Fire Department as attached.

REFERENCE FOR AGENDA: Yes

Signed R. Nystrom  
Interim Deputy Superintendent/  
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road  
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between Chino Valley Independent Fire Dept. (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,  
WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

WHEREAS it is to the mutual benefit of both the DISTRICT and the FIELD that students have opportunities for clinical education as students and future practitioners,

The following Agreement is affected by the proper authorizing bodies of both parties each in independent status from the other. The Agreement is to be governed by the following concepts of cooperative action:

II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

III. RESPONSIBILITIES OF THE DISTRICT

A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The

Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

B. General

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

IV. RESPONSIBILITIES OF THE FIELD

A. Educational

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the

judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

## V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall

contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

## VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement ("Defaulting Party"). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party ("Non-Defaulting Party"). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party's breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties' indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of

public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

- F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

- G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

- H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

IF TO THE DISTRICT:

Victor Valley Community College District  
18422 Bear Valley Road  
Victorville, CA 92394

Fax: 760-245-4271

Tel: 760-245-4271 Ext. 2338

Attn: Scott C. Jones

IF TO THE DISTRICT'S LEGAL COUNSEL:

Liebert, Cassidy, Whitmore  
6033 W. Century Blvd., Suite 500  
Los Angeles, CA 90045  
Fax: 310-337-0837  
Tel: 310-981-2000  
Attn: Peter Brown

IF TO THE FIELD:

Chino Valley Independent Fire Dept.  
2005 Grand Ave.  
Chino Hills, CA 91709

Fax:

Tel:

Attn:

IF TO THE FIELD'S COUNSEL:

Fax:

Tel:

Attn:

- I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and

secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In

the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**Victor Valley Community College District**  
18422 Bear Valley Road  
Victorville, CA 92392

**Chino Valley Independent Fire Dept.**  
2005 Grand Ave.  
Chino Hills, CA 91709

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

APPROVED AS TO FORM:

**Liebert Cassidy Whitmore**

By:  
Peter J. Brown, Attorneys for Victor Valley  
College

**Counsel for Entity**

By: \_\_\_\_\_, Attorneys for  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



EXHIBIT "A"  
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

HUMAN RESOURCES

JULY 11, 2006

TOPIC: REVISIONS TO HAY CLASSIFICATION LISTING


TO THE BOARD OF TRUSTEES:

Two classified employees, April Lexion and Beverly Huiner, were incorrectly placed on the listing approved by the board on April 25, 2006, and Brian Hatchell and Justin Gatewood were omitted from the listing. It is therefore recommended that the board approve the placement of April Lexion as Vocational Education Specialist at level 14, step 3, \$4,210/mo, and Bev Huiner at level 11, step 5, \$3,285/mo. Brian Hatchell will be at level 15, step 2, \$4,537/mo, and Justin Gatewood will be at level 15, step 5, \$5,002/mo.

RECOMMENDATION:

Approve revisions to Hay classification listing.

REFERENCE FOR AGENDA: NO

Signed   
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY   X

HUMAN RESOURCES

JULY 11, 2006

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL NEW POSITION

TO THE BOARD OF TRUSTEES:

The district proposes to create the position of custodial supervisor. There is a need to provide oversight of the night custodial crew and to provide the leadership necessary to improve training, evaluation, and employee services. The job description for the position is attached and is recommended for board approval.


The recommended salary placement of Range 16 will be subject to review by the Classification and Salary Committee.

Fiscal Impact: Budgeted

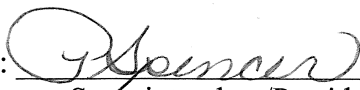
RECOMMENDATION:

It is recommended the Board of Trustees approve the new management position of custodial supervisor and job description as listed.

REFERENCE FOR AGENDA: YES

Signed:   
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

## VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

### CLASS TITLE: CUSTODIAL SUPERVISOR

#### BASIC FUNCTION:

Under the direction of the Maintenance & Operations Director, coordinate and direct the daily activities of the night custodial shift; train, supervise, evaluate, and participate in the selection of assigned staff; monitor and adjust as needed the assigned cleaning routes; assist in the development of cleaning schedules based on the number of available staff; interface with customers to determine their cleaning requirements; review and approve supply and equipment orders; review and account for consumable inventory and equipment; review and evaluate new products and techniques that improve efficiency and effectiveness; participate on committees as directed;

#### REPRESENTATIVE DUTIES:

Organize, coordinate and direct the daily work activities of the night custodial operations of the district. *E*

Train, supervise, direct, evaluate and participate in the selection of custodial personnel; train personnel regarding proper methods and procedures of work, supply and equipment requirements and operational priorities of work. Assign personnel to projects and services and evaluate work performed; monitor work flow and review and evaluate work products, methods and procedures; work with employees to correct deficiencies. *E*

Schedule the maintenance and cleaning of buildings based on seasonal availability; provide detailed information, analysis of, and participate in the planning and coordination of District remodeling and refurbishing projects as it pertains to custodial requirements; communicate with district personnel, and outside contractors to exchange information, prioritize and coordinate activities and resolve issues and concerns. *E*

Assist in solving personnel and technical issues; recommend personnel and equipment needs; prepare cost estimates regarding required work projects; evaluate work projects; determine material needs and the need to seek outside contractors. *E*

Assist in development of a budget for the custodial division, ensuring proper use of labor and materials. *E*

Prepare and maintain work orders and records related to work performed. *E*

Perform related management duties as assigned.

**KNOWLEDGE AND ABILITIES:**

KNOWLEDGE OF:

Standard tools, equipment, materials, methods and techniques used in a wide variety of custodial requirements.

Operation and proper maintenance of tools, equipment and machinery used in custodial activities.

Requirements of maintaining buildings, facilities and vehicles in good repair.

Applicable ordinances for safety and health precautions.

Principles and practices of administration, supervision, and training.

Laws and codes controlling the repair and cleaning of college facilities.

EPA rules and regulations pertaining to handling and storage of hazardous and toxic materials.

District organization, operations, policies and objectives.

Operation of a personal computer and data entry techniques.

Oral and written communication skills.

Proper methods of storing equipment, materials and supplies.

Inventory control methods and practices.

Health and safety practices, regulations and procedures.

Basic math.

Record-keeping techniques.

ABILITY TO:

Organize, coordinate and supervise the operations of a custodial crew.

Assign, train, supervise and evaluate the work of others.

Estimate time and materials needed on a wide variety of projects.

Determine priorities and schedule work accordingly.

Interpret plans, blueprints and specifications.

Maintain accurate records and make projections where appropriate.

Understand, interpret and apply policies, laws, rules and regulations.

Communicate effectively with others both verbally and in writing.

Exercise initiative and independent judgment.

Work a night shift, with some deviation for meetings and committees.

Inspect facilities for repair, safety and health hazards.

Order parts and supplies according to established guidelines.

Operate a personal computer to enter data, maintain records and generate reports.

Maintain current knowledge of program rules, regulations, requirements and restrictions.

Maintain records and prepare reports.

Analyze situations accurately and adopt an effective course of action.

Work cooperatively with others.

Perform occasional heavy physical labor.

Understand and follow oral and written directions.

Observe legal and defensive driving practices.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: high school graduation, supplemented by college level coursework and/or workshops related to the custodial trades; four (4) years of custodial experience; and an additional two (2) years in a supervisory capacity.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

**WORKING CONDITIONS:**

Indoor, outdoor and shop environment, subject to driving from site to site to conduct work, subject to seasonal heat, cold, temperature changes and extreme weather conditions and subject to noise from equipment operation.

Position requires occasional heavy lifting (over 50 pounds), standing and walking for extended periods of time, climbing, bending at the waist, crawling, kneeling, reaching, pulling, pushing, carrying, climbing ladders and working at heights, manual dexterity to operate power tools and equipment, and seeing to observe needed repairs .

Incumbents are exposed to working on ladders or scaffolding, high voltage, fumes, dirt, working in a cramped or restrictive work chamber, and working around and with machinery having moving parts.

BOARD OF TRUSTEES

JULY 11, 2006

TOPIC: AUTHORIZATION OF LEGAL COUNSEL FOR DR. PATRICIA A. SPENCER,  
SUPERINTENDENT/PRESIDENT (tabled and revised from 6-29-06 meeting)

Approval to authorize legal counsel to conduct an investigation and to make a determination as to the appropriateness of obtaining an injunction on behalf of Dr. Spencer with respect to her working conditions, including but not limited to the protection of her from harassment, defamation, threats, intimidation, and emotional and/or physical harm. The Board delegates to the District's General Counsel the authority to execute an agreement with legal counsel. Fiscal Impact: not to exceed \$10,000.

RECOMMENDATION:

It is recommended that the Board of Trustees approve legal counsel to conduct an investigation and to make a determination as to the appropriateness of obtaining an injunction on behalf of Dr. Spencer with respect to her working conditions, including but not limited to the protection of her from harassment, defamation, threats, intimidation, and emotional and/or physical harm. The Board delegates to the District's General Counsel the authority to execute an agreement with legal counsel. Fiscal Impact: not to exceed \$10,000.

REFERENCE FOR AGENDA: NO                      Signed \_\_\_\_\_

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

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# Victor Valley Community College District Board of Trustees Regular Meeting Minutes

Date: June 27, 2006

Place: Board Room, Victor Valley College  
18422 Bear Valley Road, Victorville, CA 92395

## CALL TO ORDER/ROLL CALL:

2 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on June 27 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 2 p.m.

**TRUSTEE ROLL CALL: Present:** Joe Range, Board President; Dennis Henderson, Vice President; Donald Nelson, Clerk, Bettye Underhill, Trustee; Thomas M. Elder, II, Trustee; and Michael Koenig Student Trustee. **Absent:** None.

**MANAGEMENT PRESENT:** Dr. Spencer, Superintendent/President, Mr. Baron, Vice President, Administrative Services, Dr. Schmidt, Director Human Resources, Dr. Lewallen, Vice President, Student Services, Dr. Prystowsky, Interim Deputy Superintendent/Executive Vice President, Instruction.

**PLEDGE OF ALLEGIANCE:** Dr. Prystowsky led the Pledge of Allegiance to the Flag.

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY:** The following individual made comments with respect to the noted agenda items: Margaret West (6.1, 6.2, 6.3, and 6.4)

## AGENDA ITEMS PULLED:

### 11.1 Agreement – Norman A. Traub Associates

To approve the agreement with Norman A. Traub Associates to provide investigation of discrimination and/or harassment complaints and to provide testimony at personnel hearings, executive sessions, depositions, or court proceedings in connection with these duties. Fiscal Impact: Fund 01 budgeted item, not to exceed \$20,000.

### 11.10 Administrative/Management Confidential New Position

To approve the new management position of custodial supervisor and job description. Fiscal Impact: Budgeted

### 12.16 District Initial Negotiations Proposal

The initial proposal from the district to CTA is presented for board information.

### 12.17 CTA Initial Negotiations Proposal

The initial proposal from the CTA to the district is presented for board information.



## 6. BOARD OF TRUSTEES

### 6.1 Agreement – Law Offices of Dennis J. Walsh

It was MSC (Underhill/Elder, 5-0) to ratify the agreement with the Law Offices of Dennis J. Walsh for legal consulting services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$50,000.

### 6.2 Agreement – Andelson, Atkinson, Loya, Ruud & Romo

It was MSC (Underhill/Nelson, 5-0) to ratify the agreement with Andelson, Atkinson, Loya, Ruud & Romo for legal consulting services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$10,000.

### 6.3 Agreement – Burke, Williams and Sorensen, LLP

It was MSC (Elder/Nelson, 4-1 Henderson, No) to ratify the agreement with Burke, Williams & Sorensen, LLP for general counsel services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$200,000

### 6.4 Agreement – Liebert Cassidy Whitmore

It was MSC (Nelson/Elder, 4-1 Henderson, No) to ratify the agreement with Liebert Cassidy Whitmore for legal consulting services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$250,000.

**PUBLIC COMMENTS ON ANY CLOSED SESSION AGENDA ITEM:** The following individual made a comment with respect to the noted agenda item: Dick Wright (1.a.1)

At 2:20 p.m., Board President Joe Range adjourned the meeting to closed session to consider the following items:

## 1. CLOSED SESSION

- (a) **Government Code Section 54956.9(a):** CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION:
- (1) G.Henderson vs. Victor Valley Community College et al., San Bernardino County Superior Court case No. VCVVS 030263;
  - (2) N. Halisky and C. Halisky vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 026112;
  - (3) Warren et al., vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 037382
  - (4) Puckett vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 037295
  - (5) Puckett vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 036483
  - (6) CSEA vs. Victor Valley Community College District, Public Employment Relations Board Case No. LA-CE-4910-E

- (b) CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Bill Schmidt, Willard Lewallen, Richard Prystowsky, Willie Davis Pringle, John Rude, Bruce Baron. Employee organizations: CSEA, CTA, AFT-PTFU, Management
  
- (c) PUBLIC EMPLOYEE APPOINTMENT  
Administrative Assistant  
Administrator on Special Assignment  
Assistant Director, Auxiliary Services  
Custodian  
Grounds Maintenance Worker  
Human Resources Analyst  
Human Resources Technician  
Instructional Assistant III, ESL  
Instructor  
Lead Grounds Maintenance Worker  
Limited Term Worker: Lab Assistant  
Maintenance Locksmith  
Maintenance Technician  
Office Assistant  
Sign Language Interpreter  
Student Development Center Assistant  
Student Worker, including work study/work experience, CalWORKS, and tutor  
Substitute employee:  
    Administrative Secretary I  
    Sign Language Interpreter  
    Food Service (CDC)  
    Associate Teacher (CDC)  
    Office Assistant  
    Assistant Director, Auxiliary Services  
Temporary Academic Special Assignment  
Volunteer
  
- (d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Director, Admissions and Records

**2. RECONVENE TO OPEN SESSION**

At 6:38 p.m., Board President Joe Range reconvened the meeting in open session and made the following closed session report:

The board voted unanimously to approve the employment appointments as noted on the handout distributed to the public. These appointments are as follows:

- Administrative Assistant  
    Selby, Suzan
- Administrator on Special Assignment  
    Boenheim, Marion
- Tortorici, Marianne
- Assistant Director, Auxiliary Services  
    Murphy, Deanna
- Custodian
- Grounds Maintenance Worker

Human Resources Analyst

Chavez, Rocio

Human Resources Technician

Butler, Renay

Instructional Assistant III, ESL

Instructor

Biewend, Susan

Campbell, Bryce

Chambers, Todd

Cline, Diane

Embroden, Nord

Esparza, Annabelle

Gibbons, Mark

Haas, Michael

Hampton, Christopher

Han, Sarah

Hartman, Dennis

Herbert, Shelton

Holtzendorff, Dave

Jones, Greg

Juarez, Aric

Macias, Eugenia

Mackay, Pamela

McGuire, Mary Ann

Ruiz, Maria

Selden, Emily

Stockman, William

Visser, Mike

Voss, James

Weis, Ahn

Lead Grounds Maintenance Worker

Limited Term Worker:

Lab Assistant

Maintenance Locksmith

Maintenance Technician

Office Assistant

Sign Language Interpreter

Student Development Center Assistant

Garcia, Ana

Student Worker, including work study/work experience, CalWORKS, and tutor

Abdul-Khabir, Laylaa

Alvarez, Jenny

Anderson, Van

Apodaca, Brandy J.

Arroyo-Barbosa, Jan Michael

Baker, Lisa

Barahona, Maria L.

Beardsley, Christina

Becker, Eric

Beltran, Bernice

Bennett, Aaron  
Bennett, Felicia  
Boonyadit, Asusena  
Boonyadit, Surapongse  
Brown, Derick M.  
Brown, Jennifer  
Carney, Samantha  
Carrillo, Krystal  
Chairez, Daniel Jr.  
Chavez, Katie L.  
Chesley, Rhonda  
Christy, Joanie L.  
Cobb, Jenny Lynn  
Curci, Kristen E.  
Deards, Erin  
Delgado, Emmanuel  
Dillon, Chantel  
Dominguez, Adriana  
Eason, Shala  
Elja, Shakiba  
Espinoza, Vladimir  
Fierro, Alexandra  
Fullen, Samantha  
Garcia, Ana I.  
Garrett, Debbie K.  
Gaspar, Maria E.  
Gentry, Ricky  
Girgis, Manal W.  
Glasper, Rachel  
Gomez, Manuel E.  
Gonzales, Sonya  
Grubb, Brian  
Gutierrez, David Jr.  
Gutierrez, Malisa  
Gutierrez-Bucio, Laura  
Hagen, Thomas  
Hanour, Kenneth  
Harrell, Rochelle M.  
Harris, Angela M.  
Henry, Ryan C.  
Hill, Milton III  
Hoskins, John

Hutchins, Catherine  
Jaime, Israel  
Jones, Sherry  
Kamel, Abdel  
Kelly, Kimberlee  
Kiss, Amanda  
Koenig, Michael J.  
Krumsiek, Kristy  
Larriva, Jennifer  
Larsen, Mary Anne  
Laveaux, Cheleamar  
Leicht, Jordan  
Leicht, Kendra  
Leisenfelder, Sara M.  
Lewis, I-Chaney  
Lim, Yee Siang  
Lovejoy, Daniel W.  
Lugtu, Sheika  
Magistrale, Victoria  
Majeske-Lozada, Elizabeth  
Martinez-Gonzales, Elba  
Mays, Lana  
Mazzola, Edmund J.  
Melendez, Amaira  
Micetich, Kristen J.  
Morales, Gisel  
Morgan, Dale  
Morgan, Krystal  
Ndukwe, Esther  
Neal, Christina L.  
Newberry, Tiffany C.  
Ortiz, Andy  
Pallante, Anthony  
Paz, Victor  
Perez, Armando D.  
Peterson, Julie  
Phillips, Kelly L.  
Pimental, Tricia S.  
Pitre, Simone  
Plank, Cristi D.  
Ramsey, Sherry  
Randa, Sharilyn

Randle, Candace  
Randol, Phillip E.  
Roberts, Jordan L.  
Roberts, Reillovi  
Romberger, Robert E. Jr.  
Rose, Jared L.  
Rovira, Jesus  
Ruiz, Felicia  
Ruiz, Marleleta E.  
Sahagun-Molina, Noemi  
Sanchez, Pedro D. Jr.  
Shved, Lyudmila  
Soeder, Susan  
Solis, Lilia Y  
Spillman, Melissa L.  
Steiner, Rebecca  
Stewart, Kathy L.  
Swanberg, Virginia  
Taylor, Tawny  
Tejas, Stephen  
Timmons, Dawn  
Tipples, Tammy  
Torres, Alicia  
Vaccari, Michelle  
Valente, Theresa Y.  
Vermette, Cheryl E.  
Villa, Mandy J.  
Voltz, Pamela  
Wade, Alaina  
Ward, Tracy  
Weber, Youlia  
Wessell, Jeffrey  
Whelan, Alanda  
Williams, Clyde L. Jr.  
Williams, Michelle  
Williams, Robert H.  
Wilson, Kari  
Wilson, Tracy L.  
Winkelpeck, Natasha  
Yacobucci, Kristina  
Yancho, Selena  
Zapien, Roberto

Substitute employee:  
Administrative Secretary I  
Select Personnel  
Assistant Director, Auxiliary Services  
Murphy, Deanna  
Associate Teacher (CDC)  
Bantug, Hoisze  
Gutierrez, Malisa  
Lewis, Lindsey  
Pollard, Pam  
Wilson, Loreta  
Food Service (CDC)  
Erdmann, Catherine  
Gonzales, Kyla  
Office Assistant  
Lopez, Jami  
Sign Language Interpreter  
Allen, Monique  
Temporary Academic Special Assignment  
Basha, Claudia  
Beach, Kelley  
Butros, Michael  
Carlson, Brian  
Cole, Christine  
Dunsmore, Margaret  
Eklund, Laird  
Farber, Lee  
Harris, Lee  
Huiner, Leslie  
Johnson, Eartha  
Jones, Patricia  
Malone, Patrick  
Mauch, William P.  
McCracken, Michael  
Menser, Gary  
Ness, Rebecca  
Oliver, Claude  
Pendleton, Joe  
Ricci, Melody  
Ruiz, Maria  
Sanchez, Lilia  
Smith, Michael  
Sweet, John  
Tomlin, Karen  
Trost, Jaclyn  
Visser, Sandy  
Wollan, Diane  
Volunteer  
Garza, Marcelino  
Hoffman, Donna  
Holmes, Jeffrey  
Ledezma, Adriana

McGannon, Michelle  
Mickelsen, Kristy  
Shirey, James  
Uresti, David

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY:** The following individuals made comments and spoke with respect to the noted agenda items: Julie Tremblay (5.bb), Margaret West (5ee, 5.kk, 5qq, 6.5, 7.1 10.1, 10.3, 10.7, 10.8, 10.9, 11.1, 11.2, 11.7, 12.1-12,8, 12.13, 12.20), Ginger Ontiveros (7.1), Arlene Greene (7.1, 10.1, 10.2, 10.5, and 12.2), Mitch Greene (10.2, 10.5) David Chip (12.2), John Rude (12.13), Willard Lewallen (12.13) Willie Davis Pringle (12.13), Jaye Tashima (12.13), Janet Long (12.13), Cindy Wilson (12.13), Sheri Foster (12.13)

**It was MSC (Henderson/Nelson, 4-1, Elder, No) to extend an additional 15 minutes to the public comments section.**

As a result of the 15 minute extension, the following individuals made comments and spoke with respect to the noted agenda items, Ginger Ontiveros (12.13), Diana O'Malley (12.13) James Wilson (12.13), Arlene Greene (12.13) and Lael Willingham (12.13)

### **3. GOVERNING BOARD**

3.1 It was MSC (Underhill/Elder, 4-0-1, Nelson, Abstained) to approve the minutes of the May 9, 2006, regular Board meeting, and the May 23 and June 6, 2006 special board meetings.

### **4. REPORTS**

The following reports were given by: Dr. Spencer, Dr. Prystowsky, Dr. Lewallen, Mr. Baron, Dr. Schmidt, Mr. Greulich, Mrs. O'Malley,

4.1 Superintendent/President (Dr. Spencer)

4.2 Instruction (Dr. Prystowsky)

4.3 Student Services (Dr. Lewallen)

4.4 Administrative Services (Mr. Baron)

4.5 Human Resources (Dr. Schmidt)

4.6 Governmental Relations (Mr. Greulich)

4.7 Foundation (Mrs. O'Malley)

4.8 Board of Trustees (Dr. Underhill, Mr. Nelson, Mr. Henderson, Mr. Elder, and Mr. Range)

4.9 Constituency Representatives

- a) ASB (Mr. Koenig)
- b) CCA (Ms. Ellis)
- c) CSEA (Mrs. Greene)
- d) Faculty Senate (Ms. Blanchard)
- e) AFT Part-Time Faculty United (Mr. Mello)
- f) Management (Mr. Sewell)



## 5. CONSENT AGENDA

Mr. Henderson requested that agenda item 5.bb should be pulled for separate discussion.

### Approval of consent items.

It was MSC (Underhill/Nelson, 5-0) to approve the amended the consent items in one motion with agenda items 11.10, 12.16, 12.17 pulled and item 5.bb pulled for separate discussion.

- a. Agreement – Excelsior Education Center, Maintenance  
Approval of the agreement with Excelsior Education Center for maintenance services per the contract. Fiscal Impact: income to the district
- b. Agreement – Excelsior Education Center, Police Services  
Approval of the agreement with Excelsior Education Center for police services per the contract. Fiscal Impact: Income to the district
- c. Agreement – Foundation Honor Wall  
Approval of the agreement with the Victor Valley College Foundation regarding the "Honor Wall". Fiscal Impact: none to the district
- d. Agreement – Desert Community Bank  
Approval of the On-Site Sign and Advertising agreement with Desert Community Bank For the installation and operation of two marquees on the campus. Fiscal Impact: none to the district
- e. Agreement – Merrell-Johnson Engineering, Inc.  
Approval of the agreement with Merrell-Johnson Engineering, Inc. for the services as indicated in the attached agreement. Fiscal Impact: \$2,835.00 (This project is State funded and will be 100% reimbursable to the district.)
- f. Agreement – Nationwide Power Solutions, Inc.  
Approval of the agreement with Nationwide Power Solutions, Inc. for equipment maintenance through June 30, 2007, per the terms listed. Fiscal Impact: \$4,186.00
- g. Agreements  
Approval of the agreements as listed. Fiscal Impact: \$6,015.00

| Vendor/Consultant        | Service   | Amount     |
|--------------------------|---|------------|
| Business Radio Licensing | 10-year radio license for M & O radios                              | 415.00     |
| Ionic Group              | Parking Citation System Management & Tracking                       | 2,000.00   |
| Parlance Corporation     | Service Agreement Renewal for NameConnector<br>Service/Phone System | \$3,600.00 |

- h. Agreements – Off Campus Classes  
Approval of the agreements as listed.

| Vendor                            | Service                       | Amount    |
|-----------------------------------|-------------------------------|-----------|
| Apple Valley Fire Department, 336 | Classroom Fall 05             | -0-       |
| Apple Valley High School          | Classroom Fall 05 & Spring 06 | -0-       |
| Einstein Academy                  | Classroom Fall 05 & Spring 06 | \$5.00/hr |
| Hesperia Country Club             | Classroom Spring 06           | -0-       |

|                                |                               |                |
|--------------------------------|-------------------------------|----------------|
| Hesperia High School           | Classroom Fall 05 & Spring 06 | -0-            |
| High Desert Villas             | Classroom Fall 05 & Spring 06 | -0-            |
| Holy Innocents Catholic Church | Classroom Fall 05             | -0-            |
| Hook Community Center          | Classroom Fall 05 & Spring 06 | -0-            |
| Lucerne Valley Gun Range       | Classroom Fall 05 & Spring 06 | -0-            |
| Mountain View Montessori       | Classroom Spring 06           | -0-            |
| Spring Valley Lake CC          | Classroom Fall 05 & Spring 06 | \$400/semester |
| Sultana High School            | Classroom Spring 06           | -0-            |
| Victorville Public Works       | Classroom Fall 05 & Spring 06 | -0-            |

- i. Authorized Agents to the Joint Powers Authorities  
Approval of Bruce Baron and Lael Willingham as the Victor Valley Community College representatives and alternate to the SWACC-JPA and the PIPS-JPA for 2006-07.  
Fiscal Impact: None
- j. Authorized Signatory  
Approval of the signatures of Patricia Spencer, Marianne Tortorici, Bruce Baron, and Mary Pringle to represent the board in the above-named cases for fiscal year 2006-2007 per Education code 72282. Fiscal Impact: None
- k. Electronic Signature Key  
Approval of Bruce Baron, Mary Pringle and Lael Willingham as authorized signature key users for the period July 1, 2006 through June 30, 2007. Fiscal Impact: None
- l. Authorized Signatory  
Approval of the signature of Dr. Willard Lewallen to represent the board in contracts and agreements for fiscal year 2006-2007 per Education Code 72282.  
Fiscal Impact: None
- m. Donations  
Acceptance of the donations as college property.
- n. Rental – Mobile Mini, Inc.  
Approval of the rental of storage containers to be used by the Performing Arts department during the construction of the Speech/Drama addition. Fiscal Impact: Fiscal year 05-06 not to exceed \$400 per month for a total of \$1,062.74. Fiscal year 06-07 not to exceed \$400 per month for a total of \$4,974.12
- o. Board of Trustees Transfers and Payments Report  
Approval of the Board of Trustees transfers and payments reports.
- p. Agreements – Contract Education Services  
Approval of the agreements for Contract Education Services courses with the following contractors: Fiscal Impact: \$52,230.00 to the District.

| VENDOR                 | COURSE                     | COURSE DATES    | TENTATIVE AMOUNT RCVD |
|------------------------|----------------------------|-----------------|-----------------------|
| Solera at Apple Valley | Physical Fitness (Aerobic) | 6/29/06-8/31/06 | \$ 500.00             |
| Womb to Walk           | Childbirth Education       | 8/5/06-8/26/06  | \$ 700.00             |
| Womb to Walk           | Childbirth Education       | 9/1/06-10/27/06 | \$ 700.00             |
| Womb to Walk           | Learn Newborn Massage      | 9/9/06-11/4/06  | \$ 500.00             |

|                                    |   |                   |             |
|------------------------------------|---|-------------------|-------------|
| Womb to Walk                       | Happiest Baby on the Block  | 9/16/06-11/18/06  | \$ 400.00   |
| Lord & Payne, Inc.                 | Down & Dirty Anger Management and Ways We Cope                    | 8/23/06           | \$ 1,000.00 |
| Liberty Tax Service                | Federal Income Tax Preparation (CTEC Certified)                   | 9/11/06-11/16/06  | \$ 1,000.00 |
| Notary Public Seminars             | Notary Public Workshop  | 1/21/06           | \$ 3,000.00 |
| Notary Public Seminars             | Certified Loan Signing Agent                                      | 1/22/06           | \$ 2,000.00 |
| Notary Public Seminars             | Child Visitation Monitor Overview Part I                          | 7/29/06           | \$ 990.00   |
| Notary Public Seminars             | Advanced Education for Child Visitation Monitor – Part II         | 7/30/06           | \$ 990.00   |
| Notary Public Seminars             | Notary Public Workshop  | 9/16/06-12/9/06   | \$ 9,000.00 |
| Notary Public Seminars             | Certified Loan Signing Agent                                      | 10/29/06-12/10/06 | \$ 4,000.00 |
| California School of Notary Public | Become a California State Notary Public-Online                    | 8/28/06-12/16/06  | \$ 700.00   |
| California State Notary Public     | Notary Public Workshop  | 8/30/06-12/16/06  | \$ 4,000.00 |
| California State Notary Public     | Certified Loan Signing Agent                                      | 9/16/06-12/2/06   | \$ 3,600.00 |
| Learn CPR 4 Life                   | American Heart Association Healthcare Provider CPR                | 9/25/06-12/4/06   | \$ 3,000.00 |
| Terry S. Rowan, Inc.               | Medical Front Office-A Home Study Course - Online                 | 10/14/06          | \$ 1,750.00 |
| Terry S. Rowan, Inc.               | Medical Transcription   | 10/14/06          | \$ 1,750.00 |
| Terry S. Rowan, Inc.               | Beginning Medical Insurance Billing I                             | 10/14/06          | \$ 4,450.00 |
| Terry S. Rowan, Inc.               | How to Start Your Own Medical Insurance Billing Service from Home | 10/15/06          | \$ 2,600.00 |
| Terry S. Rowan, Inc.               | Beginning Medical Insurance Billing II                            | 10/15/06          | \$ 3,600.00 |
| Terry S. Rowan, Inc.               | On-line Medical Insurance Billing                                 | 10/15/06          | \$ 2,000.00 |
|                                    |   | TOTAL             | \$52,230.00 |

- q. Agreement – San Antonio Community Hospital  
Approval of the clinical renewal agreement with the San Antonio Community Hospital as per the attached. Fiscal Impact: None
- r. Agreement (Renewal) – Ridgecrest Regional Hospital  
Approval of the renewal agreement for clinical education with Ridgecrest Regional Hospital as per the attached. Fiscal Impact: None
- s. Agreement – Santa Fe Family Health  
Approval of the renewal agreement for clinical education with Santa Fe Family Health (James C. Krider, M.D., Inc.) as per the attached. Fiscal Impact: None
- t. Agreement – Marine Corps Logistics Base Barstow  
Approval of the agreement with the Marine Corps Logistics Base Barstow as per the attached. Fiscal Impact: None to the district.

- u. Agreement - Environmental Systems Products  
Approval of the service agreement renewal with Environmental Systems Products for February 1, 2006 through January 31, 2007. Fiscal Impact: Budgeted Item, \$3,099.96.
- v. Out-of-State Travel – Nursing  
Approval of out-of-state travel for Sally Thibeault, RN, nursing instructor, to attend A Work of Heart: Encouraging Excellence in Gerontologic Nursing Education conference at Pacific Lutheran University in Tacoma, Washington, on July 19, 2006. Fiscal Impact: None to the district. The cost of \$884.00 associated with this travel has been approved and will be paid through the Dr. Prem Reddy School of Health Sciences Staff Development funds.
- w. Curriculum Changes  
Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None
- x. Students/Staff Travel – ASB Retreat  
Approval of travel for staff/students to attend the ASB retreat in Big Bear, CA July 7-9, 2006. Fiscal Impact: ASB budgeted item, not to exceed \$10,000.00
- y. Out-of-State Travel – Victor Hinds  
Approval of the change in travel dates from June 26-30, 2006 to June 24-July 8, 2006. Fiscal Impact: None, all expenses are paid by the USDA Fellows Program.
- z. Agreement – Jacquelyn Reza  
Ratification of the agreement. Fiscal Impact: Budgeted item, Title V Grant
- aa. Revised ASB Constitution  
Approval of the revised ASB Constitution. Fiscal Impact: None
- bb. **Moved to Action Agenda - 2006-07 Academic Calendar**  
Approval of the 2006-07 academic calendar. Fiscal Impact: None.
- cc. Agreement – Desert Valley Medical Group  
Ratification of the agreement with Desert Valley Medical Group to provide medical services from July 1, 2006 through June 30, 2007. Fiscal Impact: Budgeted Item.
- dd. Academic Extra Duty Days  
Approval of the extra duty day assignments for the 2006-2007 academic year (July 1, 2006 through June 30, 2007) for Chris Cole, CalWORKs counselor.  
Fiscal Impact: Budgeted
- ee. Agreement, Southern California Community College District Employment Relations Consortium  
Ratification of the agreement with the Southern California Community College District Employment Relations Consortium to provide six days of training workshops during the 2006-07 academic year. Fiscal Impact: Fund 01 budgeted item, \$2500
- ff. Academic Ratification of Equivalency Requests  
Ratification of the equivalencies. Fiscal Impact: None

- gg. Online Collective Bargaining Database  
Approval of payment for the subscription to the Community College League's Online Collective Bargaining Database for the 2006-07 academic year at a cost of \$2,500.  
Fiscal Impact: Budgeted Item.
- hh. Agreement – Child Development Services CPKR-5529  
Adoption of the resolution to approve the agreement with the California Department of Education for Child Development Services contract #CPKR-5529 per the terms and conditions contained therein. Fiscal Impact: to the District \$5,014.00.
- ii. Agreement (Amended) – Child Development Services #CCAP-4257  
Approval of the amended agreement (Amendment 01) with the California Department of Education for Child Development Services contract #CCAP-4257 per the terms and conditions contained therein. Fiscal Impact: Additional \$6,702.00 to the District.
- jj. Out-of-State Travel – Robbie Richards  
Approval of out-of-state travel for Robbie Richards to travel to Tulsa, OK to attend the 2006 WAVES conference held July 9-13, 2006. Fiscal Impact: Budgeted Item, not to exceed \$1,415.44.
- kk. Agreement – Allan Barbish Audio Systems  
Ratification of the agreement with Allan Barbish to provide the sound system and video shoot with operators for both graduation ceremonies. Budgeted Item: \$6,000 from graduation budget.
- ll. Bid Participation –OfficeMax  
Approval for the district to participate in the Master Purchasing Agreement Contract #001260 between the County of Oakland and OfficeMax Contract, Inc. and the "America Saves" program as per the terms of the agreements. Fiscal Impact: Budgeted Item for 2006-07.
- mm. Agreement – High Desert Alarm & Fire Sprinklers  
Approval of the agreement with Hi Desert Alarm & Fire Sprinklers to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm.  
Fiscal Impact: Based on usage and agreement rate.
- nn. Renewal Agreement – Time Optics Company  
Approval of the renewal annual agreement with Time Optics Company for the maintenance and repair to the IMS equipment for the period of July 1, 2006 thru June 30, 2007. Fiscal Impact: Estimated amount \$12,000
- oo. Renewal Agreement – Novell Software License Renewal  
Approval of the renewal of the annual agreement with Novell for software maintenance from June 30, 2006 thru June 30, 2007. Fiscal Impact: \$109,600.00
- pp. Agreement – Northwoods Resort and Convention Center  
Approval of the booking agreement with the Northwoods Resort and Convention Center and the expenses for the facilitation/speakers not to exceed \$2,000.00 for the purpose of holding an ASB Retreat for the staff/students on July 7-9, 2006 in Big Bear, California. Fiscal Impact: ASB Budgeted item, not to exceed \$10,000.00

- qq. Purchase – Live-Scan Fingerprinting Equipment  
Approval of the purchase of a new line-scan fingerprinting system, including support system, installation, training, and warranty upgrade.  
Fiscal Impact: Budgeted Item, \$11,927
  
- rr. MOU – Victor Valley High School for Ace Academy  
Approval of the Memorandum of Understanding with Victor Valley High School. Fiscal Impact: In partnership with Victor Valley High School we will submit a grant proposal for \$250,000 over a 24 month period.

## **ACTION AGENDA**

### **5. ee 2006-07 Academic Calendar**

Approval of the 2006-07 academic calendar. Fiscal Impact: None.  
Following discussion it was MSC (Nelson/Elder, 5-0) to approve the 2006-07 academic calendar with the following amendment, change December 26 from a board given holiday to a winter break holiday per the collective bargaining agreement with CSEA.

## **6. BOARD OF TRUSTEES**

6.1-6.4

Theses item were moved to the beginning of the agenda.

### **6.5 Board of Trustees' Retreat**

It was MSC (Underhill/Elder 5-0) to approve September 20-22, 2006 for the dates for the Board of Trustees' retreat.

## **7. SUPERINTENDENT/PRESIDENT**

### **7.1 Agreement – Northwoods Resort and Convention Center**

It was MSC (Elder/Underhill, 3-2, Henderson, No, Nelson, No) to approve the booking agreement with the Northwoods Resort and Convention Center for the purpose of holding a Leadership Team Retreat on August 28-29, 2006 in Big Bear, California. Approval of the facilitation/speakers expenses not to exceed \$2,000. Fiscal Impact: Budgeted item, Staff Development funds not to exceed \$ 10,000 estimated cost.

*Recorders Note: The noted date should read July 28-29, 2006.*

## **8. INSTRUCTION**

None

## **9. STUDENT SERVICES**

None

At 9:17 p.m. Board President Joe Range called a 15 minute break.

At 9:30 p.m. Board President Joe Range reconvened the meeting in open session

## 10. ADMINISTRATIVE SERVICES

### 10.1 2006-2007 Tentative Budget

It was MSC (Elder/Nelson, 5-0 ) to approve the Tentative General Operating Budget for 2006-2007. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time of final budget adoption in September. The philosophy of the budget development process includes input through the shared governance process, developing a balanced budget and meeting required unfunded liabilities.

### 10.2 Agreement – Tier Technologies, Inc.

It was MSC (Nelson, Underhill, 5-0) to approve the agreement with Tier Technologies Inc. to provide support for the Tier software program. Tier software is used for the online student registration system. Fiscal Impact: Budgeted Item, \$7,127.00 for 2006-07.

### 10.3 Agreement – Sonitrol of Long Beach

It was MSC (Underhill/Nelson, 5-0 ) to approve the agreement with Sonitrol of Long Beach to install and maintain security cameras and a digital video recording system for the Tower elevator building (Bldg. #43) elevators and lobby. Fiscal Impact:9,240–Budgeted from Redevelopment dollars.

### 10.4 Agreement – Pacific Blue Micro/Cisco Equipment

It was MSC (Nelson/Underhill, 5-0) to approve the renewal of the maintenance agreement with Pacific BlueMicro through July 30, 2007 per the terms listed. Fiscal Impact: \$46,271.00.

### 10.5 Agreement – Omni Update Campus

It was MSC (Elder/Underhill, 2-3, Elder, No, Henderson, No, Nelson No) The motion failed to approve the service agreement with Omni Update Campus for a Content Management System through June 30, 2009, per the terms listed. Fiscal Impact: \$44,625.00

### 10.6 Lease Agreement – Class Leasing, Inc.

It was MSC (Nelson/Henderson, 5-0) to approve the lease agreement for (1) 24x40 relocatable classroom. This agreement is for period of three (3) years commencing on July 2, 2006 and ending on July 1, 2009. Fiscal Impact: \$16,488.00 to be paid on annual installments of \$5,496.00 for three (3) years.

### 10.7 Amendment to Existing Spencer/Hoskins Associates Agreement

It was MSC (Underhill/Nelson, 5-0) to approve the amendment as submitted for reimbursable fees for the Advanced Technology Center construction project contract with Spencer/Hoskins. Fiscal Impact: Not to exceed \$157,488. This is a 100% reimbursable expenditure from Capital Construction funds.

### 10.8 Agreement – Trebron Company, Inc.

It was MSC (Nelson/Underhill, 5-0 ) to approve of the license agreement with Trebron Company to provide a Sophos security appliance and Sophos anti-virus licensing for 1600 users. This agreement will be effective for the period of July 1, 2006 thru June 30, 2009. Fiscal Impact: \$43,550.00 (total for 3 years).

10.9 Approval of 5-Year Facilities Plan

It was MSC (Nelson/Elder, 5-0) to approve the 5 year facilities plan for submission to the State of California as submitted. Fiscal Impact: This is an integral part of the process to secure state funding for needed facilities.

**11. HUMAN RESOURCES**

11.1 **PULLED** Agreement – Norman A. Traub Associates

11.2 Agreement – Hay Group

It was MSC (Elder/Underhill, 5-0) to approve the agreement with the Hay Group to develop updated classified job descriptions at a cost not to exceed \$20,000, plus expenses. Fiscal impact: Budgeted \$20,000.

11.3 Agreement – Madeira Group International

It was MSC (Nelson/Elder, 5-0) to approve the agreement with Madeira Group International to provide background investigations for the campus police/public safety officers at a cost not to exceed \$9,000. Fiscal Impact: Budgeted \$9,000

11.4 Agreement – Joseph M. Ho, M.D. Inc.

It was MSC (Elder/Nelson, 5-0) to ratify the agreement with Joseph M. Ho, M.D. Inc., to provide medical services, including pre-employments exams, return to work programs and TB testing. Fiscal Impact: Budgeted Item.

11.5 Classified Reassignment

It was MSC (Elder/Nelson, 5-0) to approve the reassignment of Carol Hill from the position of technician (50%) to payroll technician (100%), effective July 1, 2006. Impact: Budgeted Item.

11.6 Classified Leave of Absence – Laura Katnic

It was MSC (Nelson/Henderson, 5-0) to approve the unpaid leave of absence request for Laura Katnic from approximately July 7, 2006 thru September 30, 2006. Fiscal Impact: Budgeted Item.

11.7 Implementation of Management Classification and Salary Study

It was MSC (Nelson/Underhill, 5-1, Henderson, No) to approve the Hay Group recommended salary placements for management and the management salary schedule reflecting job market salaries as established by the Hay Group. Fiscal Impact: Budgeted

11.8 Management – Revised Job Description and Title

It was MSC (Elder/Nelson, 5-0) to approve the revised job description and title change. Fiscal Impact: Budgeted Item

11.9 Classified – Change in Work Year

It was MSC (Elder/Nelson, 5-0) to approve the change of the work year from 10 months to 12 months for the position of Instructional Assistant III in welding as listed. Fiscal Impact: Budgeted Item.

11.10 **PULLED** Administrative/Management Confidential New Position



11.11 Settlement Agreement Between CSEA Chapter 584 and the Victor Valley Community College District

It was MSC (Underhill/Nelson, 4-1 Henderson, No) to ratify the settlement agreement with CSEA Chapter 584. It is anticipated that the CSEA bargaining unit will ratify the agreement in the very near future. Fiscal Impact: Budgeted Item

**12. DISCUSSION/INFORMATION**

12.1 Construction Update

This information was presented for board information by Mr. Garcia, Director Facilities Construction.

12.2 Datatel Update

This information was presented for board information by Mr. Baron, Vice President, Administrative Services.

12.3 Customer Service Survey

This information was presented for board information by Mr. Baron, Vice President, Administrative Services.

12.4 PACE Program Update

This information was presented for board information by Dr. Prystowsky, Interim Deputy Superintendent/Executive Vice President, Instruction.

12.5 Evening/Weekend Nursing Program Update

This information was presented for board information by Mr. Parisi, Dean Vocation Education, Mr. Parisi and Mrs. Ontiveros, Foundation Director.

12.6 Honors Program Update

This information was presented for board information by Dr. Prystowsky, Interim Deputy Superintendent/Executive Vice President, Instruction

12.7 Outreach Update

This information was presented for board information by Dr. Kildal, Dean, Academic Programs, Math & Science.

12.8 Scholarship Ceremony

This information was presented for board information by Dr. Lewallen, Vice President, Student Services.

12.9 Commencement Ceremonies - 2006

This information was presented for board information by Dr. Lewallen, Vice President, Student Services.

12.10 Athletics – Hall of Fame

This information was presented for board information by Dr. Lewallen, Vice President, Student Services.

12.11 Financial Aid Publications

This information was presented for board information by Dr. Lewallen, Vice President, Student Services.

12.12 High School Bridge Project

This information was presented for board information by Dr. Lewallen, Vice President, Student Services.

12.13 Vote of No Confidence -Superintendent/President

This information was presented for board information.

12.14 Substitutes Provided Through Contract

This information was presented for board information.

12.15 Classified Resignation

This information was presented for board information.

12.16 **PULLED** District Initial Negotiations Proposal

12.17 **PULLED** CTA Initial Negotiations Proposal

12.18 District Initial Negotiations Proposal for CSEA Contract

The initial proposal from the district to CSEA was presented for board information.

12.19 CSEA Initial Negotiations Proposal

The initial proposal from CSEA to the district was presented for board information.

12.20 Quarterly Fiscal Status Report

This information was presented for board information.

12.21 Monthly Financial Reports

This information was presented for board information.

12.22 Sabbatical Leave Report – Richard Ripley

This information was presented for board information.

**PUBLIC COMMENTS ON NON-AGENDIZED ITEMS:** The following individuals made comments with respect to non-agendized items: Lael Willingham, Margaret West and Mitch Greene.

**13. ADJOURNMENT**

At 10:50 p.m., it was moved by Trustee Elder and seconded by Trustee Underhill to adjourn the meeting. The motion carried unanimously by those members present

APPROVED:

\_\_\_\_\_  
Joe Range, President

Respectfully submitted,  
Patricia A. Spencer, Ph.D.  
Secretary

\_\_\_\_\_  
Donald Nelson, Clerk

\_\_\_\_\_  
Date Approved





# Victor Valley Community College District Board of Trustees Special Meeting Minutes

Date: June 29, 2006

Place: Board Room, Victor Valley College  
18422 Bear Valley Road, Victorville, CA 92395

## CALL TO ORDER/ROLL CALL:

2 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on June 29 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 2:03 p.m.

**TRUSTEE ROLL CALL:** **Present:** Joe Range, Board President; Dennis Henderson, Vice President; Donald Nelson, Clerk; Bettye Underhill, Trustee; and Thomas M. Elder, II, Trustee. **Absent:** Michael Koenig, Student Trustee.

**MANAGEMENT PRESENT:** Dr. Spencer, Superintendent/President; Mr. Baron, Vice President, Administrative Services; Dr. Lewallen, Vice President, Student Services; and Annette McComas (Recorder)

**PLEDGE OF ALLEGIANCE:** Mr. Baron led the Pledge of Allegiance to the Flag.

The following individual made comments with respect to the noted agenda items:

Arlene Greene (6.1), Mitch Greene (6.1), Peter Allan (6.1, 5.a-5.e, 8.1)

## 4. REPORTS

No reports

## 5. CONSENT AGENDA

### Approval of consent items.

It was MSC (Nelson/Underhill, 5-0) to approve the consent items in one motion.

a. Out-of-State Travel

To approve of the out-of-state travel for Robert Sewell and Deanna Murphy to attend the Taylor Publishing Yearbook Advisor Training from July 19, 2006 to July 24, 2006.  
Fiscal Impact: None (costs incurred by Taylor Publishing)

b. Amended Lease Agreement – Excelsior Education Center, Police Services

To approve the amended lease agreement with Excelsior Education, Fiscal Impact: Additional \$4,000 per year income to the district.

c. Board of Trustees Payment Report

To approve the Board of Trustees transfers and payments reports.

- d. Agreement – G&K Services  
To approve the agreement with G&K Services for the uniform services as indicated on the agreement. Fiscal Impact: Budgeted \$5,000.00
- e. Agreement – Dewey Pest Control  
To approve the agreement with Dewey Pest Control services as needed for the 2006-07 fiscal year. Fiscal Impact: \$5,400.00

## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

#### **6.1 Authorization of Legal Counsel for Dr. Patricia A. Spencer, Superintendent/President**

It was MS (Elder/Underhill) to authorize legal counsel for Dr. Patricia A. Spencer to address legal issues and/or potential legal issues that may affect the working conditions of the Superintendent/President. This would include, but not be limited to, the protection of her from harassment, defamation of character, threats, intimidation, and emotional and/or physical harm to her person and/or property, to the maximum extent permissible by law. The Board delegates to the District's General Counsel the authority to execute an agreement with legal counsel selected by Dr. Spencer. Fiscal Impact: not to exceed \$200,000 per work related issue.

Following discussion, it was MSC (Henderson/Nelson) to table the item for further discussion (Underhill, yes, Nelson, yes, Henderson, yes, Range, no, Elder, no) the motion to table the item was approved 3-2.

### **7. SUPERINTENDENT/PRESIDENT**

None

### **8. INSTRUCTION**

#### **8.1 Agreement – Awesome Speakers**

It was MSC (Underhill/Nelson, 5-0) to approve the agreement with Awesome Speakers for the purpose of securing Vicki Sanderson to speak at the September 15, 2006 Staff Development Day per the terms and conditions contained therein. Fiscal Impact: \$6,000 plus travel and expenses.

### **9. STUDENT SERVICES**

None

### **10. ADMINISTRATIVE SERVICES**

#### **10.1 M&D Fire Equipment Company**

It was MSC (Nelson/Elder, 5-0) to approve the agreement with M&D Fire Equipment for the 2006-07 fiscal year to provide monthly service to campus fire extinguishers and to first aid kits on campus. Fiscal Impact: Budgeted Item, \$11,000.00

**11. HUMAN RESOURCES**

**11.1 Administrative/Management/Confidential Payment of Accrued Vacation Days**

It was MSC (Henderson/Nelson 5-0) to approve the payment for accrued vacation hours for the following administrative management employees, Jeff Cooper, Kathy Farrand, Mary Marble and Bill Schmidt.

**12. DISCUSSION/INFORMATION**

None

**13. ADJOURNMENT**

It was MSC (Underhill/Nelson, 5-0) to adjourn the meeting at 2:30 p.m.

APPROVED:

\_\_\_\_\_  
Joe Range, President

\_\_\_\_\_  
Donald Nelson, Clerk

Respectfully submitted,  
Patricia A. Spencer, Ph.D.  
Secretary

\_\_\_\_\_  
Date Approved