SUGGESTED ORDER OF BUSINESS

SPECIAL MEETING OF THE GOVERNING BOARD
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

NORMA L. HERNANDEZ, GOVERNING BOARD PRESIDENT
HUMBERTO PERAZA, JR., GOVERNING BOARD VICE PRESIDENT
TIM NADER, GOVERNING BOARD MEMBER
JEAN ROESCH, ED.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
CLAUDIA DURAN, STUDENT GOVERNING BOARD MEMBER
MELINDA NISH, ED.D., SECRETARY TO THE GOVERNING BOARD AND
SUPERINTENDENT/PRESIDENT

Written notice is hereby given in accordance with Government Code Section 54956 that a special meeting of the Governing Board of the Southwestern Community College District will be held as noted below:

DATE: Wednesday, February 22, 2012
TIME: 6:30 p.m.
LOCATION: Southwestern College
Learning Resource Center, Room L238 N&S
900 Olay Lakes Road
Chula Vista, CA 91910

Compliance with Americans With Disabilities Act

Southwestern Community College District, in compliance with the American Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Ganio at (619) 482-6301 in advance of the meeting for information on such accommodation.

<table>
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<th>ITEM</th>
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<td><strong>Call to Order</strong></td>
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<td>1. CALL TO ORDER</td>
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<tr>
<td>(Hernandez)</td>
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<tr>
<td>6:30 p.m., LRC, Room L238 N&amp;S</td>
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Attendance at this special meeting (Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive).

Present:
Absent:

| **Pledge of Allegiance** |
| 2. PLEDGE OF ALLEGIANCE |
| (Hernandez) |

| **Oral Communication** |
| 3. ORAL COMMUNICATION |
| (Hernandez) |

Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered. Pursuant to the Brown Act (Government Code Section 54954.3) members of the public shall be afforded the opportunity to directly address the Governing Board concerning any agenda item that has been described in the notice for the special meeting.

An oral presentation to the Board does not constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."
4. AGREEMENT WITH PROFESSIONAL PERSONNEL LEASING (PPL) INC. (ENCLOSURE) (Nish)
   Hernandez    Nader    Peraza    Roesch    Valladolid    Duran
   Student Advisory Vote

   Approve Agreement No. A3459.12 with Professional Personnel Leasing (PPL) Inc. for consultant services for the search for the Vice President for Human Resources position, for the period February 23 to May 1, 2012, inclusive, in an amount not to exceed $7,000 and travel costs not to exceed $2,500.

5. BOARD WORKSHOP - CEO AND BOARD ROLES (ENCLOSURE) (Nish)
   Scott Lay, President and Chief Executive Officer, Community College League of California (CCLC), will facilitate a Board workshop to include the roles of the Board and CEO.

6. BOARD WORKSHOP – CONTRACT PROCUREMENT PROCESS (ENCLOSURE) (Brahmbhatt)
   Board workshop to include contract procurement process.

   Presenters: John Brown, Director of Facilities, Operations and Planning; Priya Jerome, Director of Purchasing, Contracting & Central Services

7. ANNOUNCEMENT OF CLOSED SESSION AGENDA (Hernandez)

   CONFERENCE WITH LABOR NEGOTIATOR
   Negotiator: Joseph N. Quarles, Ed.D.
   Unrepresented Employees: Vice Presidents
   Government Code sections 54957 and 54957.6

8. ADJOURN TO CLOSED SESSION (Hernandez)
   Building 100, Conference Room A

9. RECONVENE IN OPEN SESSION (Hernandez)
   LRC, L238 N&S

   Present:
   Absent:

10. CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) (Hernandez)

11. ADJOURNMENT

Norma L. Hernandez
Governing Board President
MEMORANDUM

TO: Members of the Governing Board
    Southwestern Community College District

SUBMITTED BY: Melinda Nish, Ed.D
    Superintendent/President

SUBJECT: Agreement with Professional Personnel Leasing (PPL), Inc.

RECOMMENDATION

Approve Agreement No. A3459.12 with Professional Personnel Leasing (PPL), Inc., for consultant services for the search for the Vice President for Human Resources position, for the period February 23 to May 1, 2012, inclusive, in an amount not to exceed $7,000 and travel costs not to exceed $2,500.

OVERVIEW

PPL Inc. will provide the appropriate search consultant(s) and expertise as is needed for the search process.

PPL functions include:
- Consult with District HR staff to supplement advertising
- Provide direct services for targeted recruitment
- Consult with District HR staff for first level interviews
- Provide direct services for reference checks
- Consult with District leadership for final interviews

FISCAL IMPACT/ACCOUNT

Not to exceed $7,000 and travel costs not to exceed $2,500/Account No. 1-45110-662000-000

MN:MG
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Independent Contractor Agreement

(For short or long term contracts with a value of $3,001 and over)

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District" or "Client") to contract with Professional Personnel Leasing, Inc. as an Independent Contractor (hereinafter referred to as "Contractor" or "Engineer"); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers’ compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

Consultation services for the search for the Vice President for Human Resources position.

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

(a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed $7,000 for services and product delivery and travel costs not to exceed $2,500 subsequent receipt of invoice for services rendered and products delivered by Contractor.

(b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
(c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.

(d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.

(e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on February 23 and shall terminate on May 2, 2012.

IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District’s Superintendent/President.

V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District’s place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

IX. CONFIDENTIALITY AND USE OF INFORMATION.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District’s research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual’s race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

Contractor agrees to indemnify, but shall have no obligations to, defend the District, its officers employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor to the extent actually caused by
the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions of the District in the negligent performance of this Contract.

XII. TERMINATION.

The District or the Contractor may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor’s insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.
XIII. INSURANCE

Contractor agrees to carry a comprehensive or commercial general liability insurance with limits of one-million dollars ($1,000,000) per occurrence and $2,000,000 aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER’S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker’s Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers’ Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

XV. ORIGINALITY.

Contractor agrees that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this representation.

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

XXI. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.
XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into this 22nd day of February, 2012.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

Professional Personnel Leasing Inc.

Name: Dr. Grace N. Mitchell
SS#/Federal Tax ID: 33-0205012
Address: 2702 Tiki Road
City/State/Zip: Novato, CA 94945
Telephone: 415-484-1233
Fax: 415-484-1233

Southwestern Community College District

Melinda Nish, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619 482-6301/Fax: 619 482-6413

Are you a District employee? □ Yes  □ No
Is a Credential or Special License required for this consultancy? □ Yes  □ No
If yes, please specify and attach a copy of current License. ________________________________

Signature: ________________________________
Date: ________________________________

Signature: ________________________________
Date: ________________________________

Originator: Melinda Nish, Ed.D.
Superintendent/President
Account No.: 1-45110-662000-000

Approved as to form by the office of the Purchasing, Contracting & Central Services
Director
Approval No.: A3459.12
Date: 2/14/12
2011-2012

Southwestern Community College District

Governing Board Performance Goals

The Board identified the following goals to enhance its own performance as a board. These goals will be included as criteria in the next board self-evaluation.

- Monitor progress on the board goals for the institution, including establishing objectives and a timeline in conjunction with the Interim Superintendent/President.

- Implement a Study Session schedule for board education and monitoring.

- Continue review and updating of Board Policies.

- Expect board members to be visible and involved in the community, including with business, industry, education, labor and civic organizations.

- Conduct a search for a permanent Superintendent/President and hire an outstanding candidate.

- Review the board self-evaluation process and criteria prior to the next cycle and implement changes if any.

Established by the Board at March 12, 2011 Board Retreat
ITEM #6
MEMORANDUM

TO: Melinda Nish, Ed.D.
Superintendent/President

FROM: Robert J. Temple
Consultant, Business and Financial Affairs

DATE: February 16, 2012

SUBJECT: Explanation of Resolution #1743 Approved August 2011

For the August 10, 2011 Governing Board meeting, I prepared an agenda item, Resolution #1743, delegating authorization to the Director of Facilities, Operations and Planning (John Brown) to enter into public works contracts pursuant to Education Code 81655 and Public Contract Code 20651.

I would have listed the Vice President for Business and Financial Affairs, but because we do not have a permanent Vice President, I listed John’s position. This is a routine delegation that is done in most all districts I have ever worked. It allows the timely and efficient work for construction to proceed. As indicated in the attached cover memorandum, Education Code 81655 requires final approval by the Governing Board. This is usually done through a ratification action on the next available agenda. The code does indicate that the delegation may be limited as to time, money or subject matter but I included no such limitations in the resolution.

I am aware of districts that set limits in excess of $1 Million but do not believe such limits are appropriate. The reason that limits are rarely imposed is due to the nature of the process involved in public works bids. All bids must be sealed and are only opened in a public meeting on the date and time indicated on the advertisement for bid. The bids are opened in public and read aloud. Usually all bidders are present. The code requires that the bid must be awarded to the lowest responsive and responsible bidder. There is no individual judgment or latitude to award to any other bidder. Therefore this process is public, open and transparent.

These types of bid awards are routinely approved by Governing Boards by ratification. The code provides further that any malfeasance in office by the District official delegated this authority shall be a personal liability of the District official.

John Brown recently gave the interim Vice President for Business and Financial Affairs and the Superintendent/President advance notice of five upcoming bids he intended to seek ratification for. They include estimated award amount ranging from $400,000 to possibly as much as $1.5 million. His rationale for moving forward cites the previously approved resolution and to avoid possible delays which could impact the Fall 2012 semester. The impact would be disruptive and involve elimination temporarily of parking as well as construction noise.

c: C.M. Brahmbhatt, Interim Vice President for Business and Financial Affairs
    John Brown, Director of Facilities, Operations, and Planning
    Priya Jerome, Director of Purchasing, Contracting, and Central Services

RJT:jar
Southwestern Community College District
Resolution No. 1745

Resolution Designating the Director of Facilities, Operations & Planning to contract planning, architecture, engineering, surveying, testing, inspection, construction management, and construction services.

WHEREAS, the expeditious ordering and contracting of facilities, planning, architecture, engineering and construction services makes it necessary for the Governing Board, by majority vote, to designate District Administrators the authority to procure these services for the District.

WHEREAS, the Governing Board, by majority vote, designates the authority to order and contract these services to the Director of Facilities, Operation & Planning. This authority should not authorize this employee to make any contracts involving expenditures for the District in excess of the amount specified by Section 20651 of the Public Contracts Code. All transactions entered into by the Director shall be reviewed by the Governing Board in accordance with Education Code 81655;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Southwestern Community College District and pursuant to Public Contract Code Section 20651 and Education Code 81655, that the Director of Facilities, Operations & Planning shall have authority to contract for, planning, architecture, engineering, surveying, testing, inspection, construction management, and construction services and administer amendments and change orders in accordance with the base contract language.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District of San Diego County, California this 10th day of August, 2011 by the following motion and vote, to wit:

Motion made by Member Valladolid, Seconded by Member Peraza, the resolution is adopted:

AYES: 5
NOES: 0
ABSENT: 0
ABSTENTIONS: 0

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

I, Denise Whittaker, Interim Secretary to the Governing Board of the Southwestern Community College District, of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution which was duly adopted by the Governing Board of the Southwestern Community College District at a regularly scheduled and conducted meeting held on said date.

Denise Whittaker
Interim Secretary to the Governing Board
MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: Denise Whittaker
Interim Superintendent/President

SUBMITTED BY: Robert J. Temple
Interim Vice President for Business and Financial Affairs

INITIATED BY: John R. Brown, P.E.
Director of Facilities, Operations, and Planning

SUBJECT: Resolution Designating Director of Facilities, Operations, and Planning to Enter Into Planning, Design, Services, and Construction Contracts

RECOMMENDATION

Recommend Adoption of Resolution No. 1743 Designating the Director of Facilities, Operations, and Planning to enter into Planning, Architecture, Engineering, Surveying, Testing, Inspection, Construction Management and Construction contracts Pursuant to Education Code 81655, no cost to the District.

OVERVIEW

The Southwestern Community College District Governing Board may designate District employees the authority to enter into contracts. The District is entering a period of increased facilities modernization and construction. Authority to execute timely actions in design and construction of facilities is essential to efficient and effective execution. It is requested that the Director of Facilities, Operations, and Planning be authorized to enter into contracts, within assigned responsibilities for: planning, architecture, engineering, surveying, testing, inspection, construction management and construction contracts. This authority also includes the ability to issue amendments and change orders in accordance with base contract language. All contract actions will be in accordance with Education Code 81655, requiring final approval of the Governing Board.

FISCAL IMPACT/ACCOUNT

No cost to the District.

JRB:jf
CALIFORNIA CODES
EDUCATION CODE
SECTION 81641-81656

81641. For the purpose of securing bids or proposals the community college board shall publish at least once a week for two weeks in some newspaper of general circulation published in the district, or if there is no such paper, then in some newspaper of general circulation, circulated in the county a notice calling for bids or proposals, stating the work to be done or materials or supplies to be furnished and the time when and the place where bids or proposals will be opened. Whether or not bids or proposals are opened exactly at the time fixed in the public notice for opening bids or proposals, a bid or proposal shall not be received after that time.

81644. Continuing contracts for work to be done, services to be performed, or for apparatus or equipment to be furnished, sold, built, installed, or repaired for the district, or for materials or supplies to be furnished or sold to the district may be made with an accepted vendor as follows: for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.

81645. The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids for the acquisition, procurement, or maintenance of electronic data processing systems and equipment, electronic telecommunications equipment, supporting software, and related materials, goods, and services, in accordance with procedures and criteria established by the governing board.

81645.5. In addition to utilizing the procedures specified in Article 9 (commencing with Section 81450) of Chapter 2, any community college district may, by direct sale or otherwise, sell to a purchaser any electronic data-processing equipment or other major items of equipment owned by, or to be owned by, the district, if the purchaser agrees to lease the equipment back to the district for use by the district following the sale.

The approval by the governing board of the district of the sale and leaseback shall be given only if the governing board finds, by resolution, that the equipment is data-processing equipment or another major item of equipment within the meaning of this section and that the sale and leaseback is the most economical means for providing electronic data-processing equipment or other major items of equipment to the district.

81651. The governing board of any community college district may purchase supplementary textbooks, library books, and educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any
amount needed for the operation of the schools of the district without taking estimates or advertising for bids.

81653. The governing board of any community college district may purchase from the federal government or any agency thereof any surplus property, as defined in the Surplus Property Act of 1944, in any amount needed for the operation of the schools of the district without taking estimates or advertising for bids.

81655. Wherever in this code the power to contract is invested in the governing board of the community college district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as he may designate, or if there be no district superintendent then to such other officer or employee of the district as the board may designate. Such delegation of power may be limited as to time, money or subject matter or may be a blanket authorization in advance of its exercise, all as the governing board may direct; provided, however, that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted. In the event of malfeasance in office, the district official invested by the governing board with such power of contract shall be personally liable to the district employing him for any and all moneys of the district paid out as a result of such malfeasance.

81656. The governing board by majority vote may adopt a rule, delegating to any officer or employee of the district as the board may designate, the authority to purchase supplies, materials, apparatus, equipment, and services. No such rule shall authorize any officer or employee to make any purchases involving an expenditure by the district in excess of the amount specified by Section 20651 of the Public Contract Code. The rule shall prescribe the limits of the delegation as to time, money, and subject matter. All transactions entered into by the officer or employee shall be reviewed by the governing board every 60 days.

In the event of malfeasance in office, the community college district officer or employee invested by the governing board with the power to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance.
20650. The provisions of this article shall apply to contracts by community college districts as provided for in Part 49 (commencing with Section 81000) of the Education Code.

20651. (a) The governing board of any community college district shall let any contracts involving an expenditure of more than fifty thousand dollars ($50,000) for any of the following:

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district.
2. Services, except construction services.
3. Repairs, including maintenance as defined in Section 20656, that are not a public project as defined in subdivision (c) of Section 22002.

The contract shall be let to the lowest responsible bidder who shall give security as the board requires, or else reject all bids.

(b) The governing board shall let any contract for a public project, as defined in subdivision (c) of Section 22002, involving an expenditure of fifteen thousand dollars ($15,000) or more to the lowest responsible bidder who shall give security as the board requires, or else reject all bids. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security:

1. Cash.
2. A cashier's check made payable to the community college district.
3. A certified check made payable to the community college district.
4. A bidder's bond executed by an admitted surety insurer, made payable to the community college district.

Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the district beyond 60 days from the time the award is made.

(c) This section applies to all equipment, materials, or supplies, whether patented or otherwise. This section shall not apply to professional services or advice, insurance services, or any other purchase or service otherwise exempt from this section, or to any works done by day labor or by force account pursuant to Section 20655.

(d) Commencing January 1, 1997, the Board of Governors of the California Community Colleges shall annually adjust the dollar amounts specified in subdivision (a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the prior fiscal year. The annual adjustments shall be rounded to the nearest one hundred dollars ($100).

20651.5. (a) The governing board of any community college district
may require each prospective bidder for a contract, as described under Section 20651, to complete and submit to the district a standardized questionnaire and financial statement in a form specified by the district, including a complete statement of the prospective bidder's financial ability and experience in performing public works. The questionnaire and financial statement shall be verified under oath by the bidder in the manner in which civil pleadings in civil actions are verified. The questionnaire responses of prospective bidders and their financial statements shall not be deemed public records and shall not be open to public inspection.

(b) Any community college district requiring prospective bidders to complete and submit questionnaires and financial statements, as described in subdivision (a), shall adopt and apply a uniform system of rating bidders on the basis of the completed questionnaires and financial statements, in order to determine the size of the contracts upon which each bidder shall be deemed financially qualified to bid. The prequalification of a prospective bidder shall neither limit nor preclude a district's subsequent consideration of a prequalified bidder's responsibility on factors other than the prospective bidder's financial qualifications.

(c) Each prospective bidder on any contract described under Section 20651 that is subject to this section shall be furnished, by the community college district letting the contract, with a standardized proposal form that, when completed and executed, shall be submitted as his or her bid. Bids not presented on the forms so furnished shall be deemed nonresponsive and shall be rejected. A proposal form shall not be accepted from any person who, or other entity which, is required to submit a completed questionnaire and financial statement for prequalification pursuant to subdivision (a), but who or which has not done so at least five days prior to the date fixed for the public opening of sealed bids and has not been prequalified, pursuant to subdivision (b), at least one day prior to that date.

20652. Notwithstanding any other provisions of Sections 81640 to 81654, inclusive, of the Education Code, or of Sections 20651 to 20659, inclusive, of this code, the governing board of any community college district without advertising for bids, and when that board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the community college district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property.

20653. Nothing in this code shall preclude the governing board of any community college district from purchasing materials, equipment or supplies through the Department of General Services pursuant to