

OFFICIAL COPY



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES REGULAR MEETING December 15, 2020—5:30 P.M.*

District Office; 7600 Dublin Blvd; Dublin CA
Board Room (3rd Floor)
Location for public participation: ZOOM 1.669.900.6833
Meeting ID: 925 9358 1346
[https://cccconfer.zoom.us/j/925 9358 1346](https://cccconfer.zoom.us/j/925%209358%201346)

**Please take notice that in compliance with the Executive Order N-29-20:
Trustees may participate in this meeting through Teleconferencing/Zoom.
Teleconference/Zoom sites shall not be open to the public.**

Location for Public Participation

In order to protect the public health, and adhere to current directives regarding public gatherings and social distancing, the physical site of the meeting is closed to the public. As authorized by Executive Order N-29-20, public access to the meeting is provided electronically as follows:

To observe or address the meeting:

- The District is providing members of the public the ability to observe and address the meeting by telephone. Please call [1.669.900.6833, Meeting ID 925 9358 1346 and follow the prompts to join the meeting]

Instructions for making Public Comment:

- The Board values public input and seeks to make it as easy as possible, within the limitations created by the need for virtual meetings. The Board also appreciates and agrees with community feedback that hearing from the public – in your own voices and in “real time”—better informs the Board of the community’s perspectives and concerns. Thus, to maximize and facilitate public access, the District is providing members of the public with two ways to address the Board, described below. Each option provides the ability to provide public comment on any matter on the open or closed session agenda, as well as any matter within the Board’s jurisdiction.

***Board meeting will immediately adjourn to a Closed Session to end at 7:00 p.m.
If business is not concluded by 7:00 p.m., the Board will reconvene to the
Regular Meeting and recess the Closed Session until the end of the meeting.**

OPTION 1: SPEAKING DURING THE MEETING

If you wish to provide public comment by speaking during the meeting, please:

- 1) Email the information listed below to: dnascimento@clpccd.org , **no later than 3:00 p.m. on the day of the meeting.**

(NOTE: This step replaces the regular requirement that speakers fill out a comment card at the beginning of the meeting. The comment card process is suspended while we conduct virtual meetings.)

- In the subject line, state: “Request to speak during public meeting [date of meeting]”
 - In the body of the email include:
 - The name that will appear when you are logged into the virtual meeting.
 - The phone number you will be calling in from
 - The agenda item you want to speak on.
 - To comment on a listed item on the agenda, state the agenda item number and title.
 - To comment on a matter on the Board’s closed session agenda, state “Public Comment/Closed Session Agenda”.
 - To comment on a matter of general concern within the Board’s jurisdiction, state: “General Public Comment/Open Session”.
 - Please send a separate email for each agenda item you wish to speak on.
- 2) Make sure that you have called into the meeting using the name/phone number provided in your email, so the Board secretary is able to see that you are in the virtual board room and can call on you.
 - 3) When the Recording secretary calls on you, she will unmute your line and let you know it is your turn to speak.
 - 4) Please remember that the Board’s regular 3-minute limit on public comment continues to apply.

OPTION 2: SUBMITTING PUBLIC COMMENT IN WRITING

If you wish to submit your public comment in writing, please:

- 1) Submit your written public comments by e-mail, **no later than 3:00 p.m. on the day of the meeting to: dnascimento@clpccd.org.**

- 2) To effectuate Board Policy 2350's limit of three minutes per speaker, limit your written comments per item to 300 words.
- 3) To ensure that your comment is read in connection with the matter you wish to address, send a separate email for each agenda item you wish to speak on, and:
 - To comment on a listed item on the agenda, state the agenda item number and title in the subject line of the e-mail.
 - To comment on a matter on the Board's closed session agenda, state in the subject line: "Public Comment/Closed Session Agenda".
 - To comment on a matter of general concern within the Board's jurisdiction, state in the subject line: "General Public Comment/Open Session".
- 4) Speakers are encouraged, but not required, to state their name in their written comments.

ADDITIONAL INFORMATION ON CONDUCTING VIRTUAL MEETINGS

- All votes taken during the meeting will be by roll call.
- Any individuals with disabilities who needs reasonable accommodation or modification in order to participate remotely may make a request for accommodation by contacting the Recording Secretary Debra Nascimento at dnascimento@clpccd.org or 925.485.5207 at least 48 hours before the meeting.
- Except as described above, the Board's regular rules and procedures for conducting meetings continue to apply, including:
 - Thirty minutes shall be the maximum time allotment for public speakers on any one subject regardless of the number of speakers. (BP 2350)
 - The rules of decorum continue apply (BP 2355)
- To replicate as closely as possible how public participation occurs when we are physically together, the Zoom Chat feature will be disabled during the meeting. Members of the public wishing to be heard by everyone in attendance at the meeting need to follow one of the public comment options listed above. Trustees will give their full attention to whoever is speaking in the moment. The public is also reminded that trustees value and listen attentively to public comment, but do not respond.

1.0 GENERAL FUNCTIONS—PRESIDENT OF THE BOARD

1.1 5:30 P.M.—OPEN SESSION- CALL TO ORDER AND ROLL CALL*

1.2 PUBLIC COMMENTS

Public comments submitted by email, through the procedure and by the- deadline stated above, will be read aloud by the Recording Secretary.

1.3 **ADJOURNMENT**

- 1.4 **CLOSED SESSION***—Personnel, Collective Bargaining and Possible Litigation
- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Chancellor (Government Code Section 54957)
 - b) CONFERENCE WITH LABOR NEGOTIATORS: Chabot-Las Positas Faculty Association and S.E.I.U., LOCAL 1021 Updates (Government Code Section 54957.6)

1.5 **6:30 P.M.—OPEN SESSION-
CALL TO ORDER AND ROLL CALL**

1.6 **PLEDGE TO FLAG**

1.7 **PUBLIC COMMENTS**

Public comments submitted by email, through the procedure and by the- deadline stated above, will be read aloud by the Recording Secretary.

1.8 **APPROVE CONSENT ITEMS** (cc)

Consent Calendar items are designated by “cc” and are expected to be routine and non-controversial. They will be acted upon by the Board of Trustees on a single motion without discussion. Any member of the Board or Public may request that an item be removed from this section for later discussion.

- (cc) 1.9 Approval of Minutes of October 20, 2020 Regular Meeting
Approval of Minutes of November 17, 2020 Regular Meeting

1.10 **PRESENTATION: CHABOT COLLEGE STUDENTS**

2.0 REPORTS-FACULTY, CLASSIFIED AND STUDENT SENATES

- 2.1 Presidents of Faculty Senates-Chabot College and Las Positas College
- 2.2 Presidents of Classified Senates-Chabot College, Las Positas College and District
- 2.3 Presidents of Student Senate of Chabot College and Las Positas College Student Government
- 2.4 Constituency Reports: SEIU, Faculty Association

3.0 PERSONNEL

- (cc) 3.1 Classified Personnel
- (cc) 3.2 Faculty Personnel
- (cc) 3.3 Management Personnel

4.0 EDUCATIONAL SERVICES

- (cc) 4.1 Approval of Addendum to Grant Agreement between United Way Bay Area and

- Chabot-Las Positas Community College District, Chabot College
- (cc) 4.2 Approval of Agreement for Independent Consulting/Contractor Services between Ohlone Community College District and Chabot-Las Positas Community College District, Las Positas College
 - (cc) 4.3 Approval of Curriculum Changes, Chabot-Las Positas Community College District, Chabot College
 - (cc) 4.4 Approval of Memorandum of Understanding (MOU) for CalFresh Employment and Training Program Between Alameda County Social Services Agency (ACSSA) and Chabot-Las Positas Community College District, Chabot College
 - 4.5 Approval of Agreement for the Establishments of Accredited Basic Law Enforcement Academy and Courses Between the Alameda County Sheriff's Office and Chabot-Las Positas Community College District, Chabot College

5.0 BUSINESS SERVICES

- (cc) 5.1 Approval of Commercial Warrant Registers
- (cc) 5.2 Approval of Payroll Warrant Registers
- (cc) 5.3 Approval of the Rental Agreement between the City of Pleasanton – Livermore Pleasanton Training Tower and Chabot-Las Positas Community College District – Las Positas College
- (cc) 5.4 Approval of the Use of Facilities for Emergency Vehicle Operations Safety Driving between Falck Northern California Corporation and Chabot-Las Positas Community College District, Las Positas College
- (cc) 5.5 Approval of Community College League of California Requisition, Chabot-Las Positas Community College District, Chabot College
- (cc) 5.6 Approval of Budget Transfers from July – October 2020
- 5.7 Authorization and Approval of Resolution No. 02-2021, the Borrowing of Funds for Fiscal Year 20-21; the Issuance and Sale of a 2020-21 Tax and Revenue Anticipation Note Therefore and Participation in the Community College League of California Tax and Revenue Anticipation Notes Program

6.0 FACILITIES PLANNING AND DEVELOPMENT

- (cc) 6.1 Approval of Award of contract with Battalion one Fire Protection, Inc. for District Wide Fire Suppression System Service Project
- (cc) 6.2 Approval of Award of Bid No. B20/21-00, Temporary Faculty Village Project at Las Positas College to Sausal Corporation
- (cc) 6.3 Authorization to File Notice of Completion with Alameda County Clerk Recorder's Office for the A/V Upgrade B2420 Project (Project No. B200182) at Las Positas College
- (cc) 6.4 Authorization to File Notice of Completion with Alameda County Clerk Recorder's Office for the Emergency Boiler Replacement Project (Project No. B200180A) at Chabot College

7.0 ECONOMIC DEVELOPMENT/CONTRACT EDUCATION (No Items)

8.0 INFORMATION AND DISCUSSION ITEMS (No Action)

- 8.1 Information Personnel Report

- 8.2 First Reading of New, Reviewed, or Revised Administrative Procedures
 - AP 4225 Course Repetition*
 - AP 4230 Grading and Academic Record Symbols
 - AP 4231 Grade Changes
 - AP 4232 Pass/No Pass
 - AP 4235 Credit by Examination
 - AP 4236 Advanced Placement Credit
 - AP 4240 Academic Renewal
 - AP 4250 Probation, Dismissal, and Readmission
 - AP 4260 Prerequisites and Co-requisites
- 8.3 First Reading of New, Reviewed, or Revised Board Policies
 - BP 4225 Course Repetition
 - BP 4230 Grading and Academic Record Symbols
 - BP 4231 Grade Changes
 - BP 4232 Pass/No Pass
 - BP 4240 Academic Renewal
 - BP 4250 Probation, Dismissal, and Readmission
 - BP 4260 Prerequisites and Co-requisites

9.0 OTHER ACTION ITEMS (No Items)

10.0 REPORTS- SENIOR LEADERSHIP AND TRUSTEES

- 10.1 President of Chabot College and Las Positas College
- 10.2 Chancellor
- 10.3 Recognitions
- 10.4 Trustee Reports and/or Official Communications

11.0 ADJOURNMENT

12.0 CLOSED SESSION- (Government Code Section 54954.5)

- 12.1 Public Employee Appointments, Evaluations and Discipline/Dismissal/Release
- 12.2 Labor Negotiations
- 12.3 Existing or Anticipated Litigation
- 12.4 Real Property Negotiations
- 12.5 Threat to Public Services or Facilities

13.0 NEXT MEETING OF THE BOARD OF TRUSTEES

January 19, 2021, 6:30 p.m., Regular Meeting, District Office

Any person with a disability may request 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 the Chancellor's Office, 7600 Dublin Blvd., 3rd Floor, Dublin, CA 925-485-5207, between 8:00 a.m. and 5:00 p.m. at least 48 hours before the meeting.

District Mission Statement

“The Chabot-Las Positas Community College District (CLPCCD) offers innovative educational opportunity and support services to prepare students to succeed in a diverse global society by challenging them to think critically, to engage socially, and to acquire workplace knowledge and educational skills.”

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 3.1

Subject: Classified Personnel

Recommended Action: That the Board of Trustees approves the following Classified Personnel.

I. ASSIGNED TO CHABOT COLLEGE

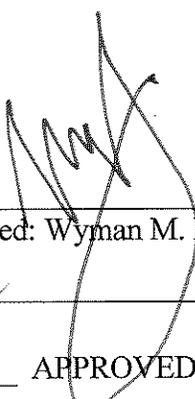
A. Employment

Marquez, Diego M., Senior Laboratory Technician, Biology (2CSM02), 100%, 12 months/year, Range/Step 35/1, \$54,683.00/annual, effective 1/4/2021.

II. ASSIGNED TO DISTRICT OFFICE

A. Employment

Sahagun, Alberto (nmi), Vehicle and Equipment Mechanic (1CMN4A), 80%, 12 months/year, Range/Step 47/5, \$71,887.20/annual, effective 11/23/2020.
Employment from 39-month re-employment list.


Submitted: Wyman M. Fong/Date

12/9/20


Approved: Ronald P. Gehard/Date

12/10/20

APPROVED

DISAPPROVED

TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 3.2

Subject: Faculty Personnel

Recommended Action: That the Board of Trustees approves the following Faculty Personnel.

I. ASSIGNED TO CHABOT COLLEGE

A. Faculty Contract

Contract of Employment – First Year, January 18, 2021 – June 30, 2021

Price, Amanda C., Instructor, English as a Second Language (2FLA28),
Column/Step III/1, \$66,440.00/annual.

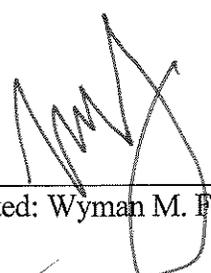
B. Pre-Retirement Reduction of Workload

Fouquet, David D., Instructor, Mathematics (2FSM18), reduce workload from 100%
to 80% starting Fall 2021, subject to CalSTRS approval.

II. ASSIGNED TO LAS POSITAS COLLEGE

A. Pre-Retirement Reduction of Workload

Torres, Paul S., Instructor, Political Science (3FSS02), reduce workload from 100%
to 50% starting Fall 2021, subject to CalPERS approval.

 12/9/20
Submitted: Wyman M. Fong/Date

 12/10/20
Approved: Ronald P. Gerhard/Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 3.3

Subject: Management Personnel

Recommended Action: That the Board of Trustees approves the following Management Personnel.

I. ASSIGNED TO CHABOT COLLEGE

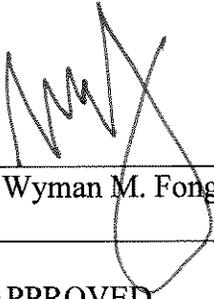
A. Interim Administrative Employment

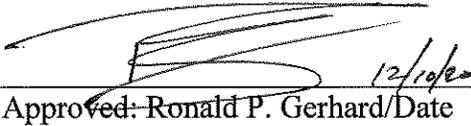
Wilson, Bradon T., Interim Director, Safety and Security (2ASE03), Range/ Step 17/6, \$65.93/hour, not to exceed the CalPERS hours limitation of 960 hours for FY 2020-2021, effective 1/4/21 through 12/23/22 or when position is filled, whichever is earlier. No benefits.

II. ASSIGNED TO DISTRICT OFFICE

A. Contract of Employment – December 16, 2020 – June 30, 2022

Holtzclaw, Sarah J., Director of Apprenticeship Programs (1ADE14), Range/Step 17/5, \$132,472.00/annual. This position is grant funded and therefore subject to continued renewal.


Submitted: Wyman M. Fong/Date


Approved: Ronald P. Gerhard/Date

APPROVED

DISAPPROVED

TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 4.3

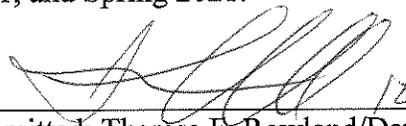
Subject: Approval of Curriculum Changes, Chabot-Las Positas Community College District, Chabot College

Recommended Action: The following recommended curriculum changes were proposed and approved during the Spring and Fall semester by the Chabot-Las Positas Community College District, Chabot College Curriculum Committee with effective dates of Fall 2020, Fall 2021, and Spring 2021.

New Programs	3
Revised Programs	6
New Noncredit Course	1
Course Revisions	30
Course Deactivation	1
Distance Education	311
Total	352

The Chabot Curriculum Committee has approved course and program edits as part of a continued effort to clean-up and update Chabot's curriculum to meet the needs of students and demands of constantly changing industries. The Committee approved edits and new curriculum to better suit the academic, personal, and professional goals of students.

Recommended Action: That the Board of Trustees approves the new and revised courses and programs proposed by Chabot College, approved Fall 2020 with effective dates of Fall 2020, Fall 2021, and Spring 2021.


Submitted: Theresa F. Rowland/Date 12/10/2020


Approved: Ronald P. Gerhard/Date 12/10/20

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 4.1

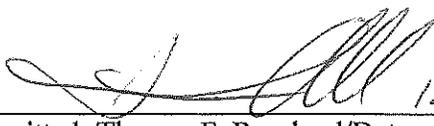
Subject: Approval of Addendum to Grant Agreement between United Way Bay Area and Chabot-Las Positas Community College District, Chabot College

Background: The Chabot College SparkPoint Center has been awarded an additional \$50,000 grant from the United Way Bay Area to augment the original \$10,000 grant to continue increasing access of financial literacy and basic needs resources to students and community members in an effort to build a stronger community.

The Chabot College SparkPoint Center was established to provide a wide range of services from partner agencies to support participants' basic needs and achieve financial prosperity. Primary services revolve around promoting financial prosperity and include: income supports, such as access to public benefits and food assistance; education and workforce support, such as going back to school and job search assistance; and financial empowerment, such as budgeting, saving, financial coaching, credit repair, and debt consolidation. This grant addendum will continue the development of strong resources and partnerships, both on and off campus, to support these services.

The original grant approved at the October 20, 2020 meeting was for \$10,000. Additional funding for the project is in the amount of \$50,000 for the period November 1, 2020 through June 30, 2021, effective December 16, 2020

Recommended Action: That the Board of Trustees approves the proposed Addendum to Grant Agreement between United Way Bay Area and Chabot-Las Positas Community College District, Chabot College in the amount of \$50,000 for the period November 1, 2020 through June 30, 2021, effective December 16, 2020. It is further recommended that the Board authorize the Vice Chancellor, Business Services, to execute the Addendum to grant agreement on behalf of the District.

 12/8/2020
Submitted: Theresa F. Rowland/Date

 12/10/20
Approved: Ronald P. Gerhard/Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 4.2

Subject: Approval of Agreement for Independent Consulting/Contractor Services between Ohlone Community College District and Chabot-Las Positas Community College District, Las Positas College

Background: Chabot-Las Positas Community College District, Las Positas College, has a successful Engineering Technology Learning Community that provides support services to students as they pursue their educational and career goals. Chabot-Las Positas Community College District, Las Positas College, is considered a partner college in the Northern California Engineering Technology Pathway (NCETP), California Apprenticeship Initiative (CAI) Grant. This agreement allows Chabot-Las Positas Community College District, Las Positas College, to receive financial support not to exceed \$80,000 for services related to the support of students in the Engineering Technology Learning Community.

The agreement will be for the period of December 16, 2020, through June 30, 2022, but no activities under this contract will be undertaken prior to Board approval of this agreement.

Recommended Action: That the Board of Trustees approves the proposed agreement for Independent Consulting/Contractor Services between Ohlone Community College District Agreement and Chabot-Las Positas Community College District, Las Positas College. It is further recommended that the Board authorize the Vice Chancellor of Business Services, to execute the agreement on behalf of the District.


Submitted by: Theresa F. Rowland/Date 12/8/2020


Approved: Ronald P. Gerhard/Date 12/10/20

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

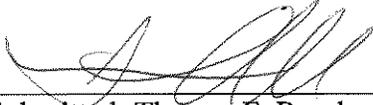
Agenda Item: 4.4

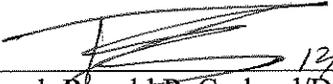
Subject: Approval of Memorandum of Understanding (MOU) for CalFresh Employment and Training Program Between Alameda County Social Services Agency (ACSSA) and Chabot-Las Positas Community College District, Chabot College

Background: CalFresh is a Supplemental Nutrition Assistance Program (SNAP) to assist households to purchase nutritious food. CalFresh recipients can meet the federal requirement to maintain their CalFresh benefits by choosing to participate in a CalFresh Employment & Training (CalFresh E&T) program. The CalFresh E&T program is operated by Alameda County Social Services Agency and a third party like Chabot College is contracted to conduct the education and training activities.

Chabot students receiving CalFresh benefits and enrolled in an approved career and technical education program will be eligible for CalFresh E&T services. The emphasis of services is to support students with their educational goals of completing a certificate/degree and becoming economically self-sufficient. In an effort to increase access and remove barriers for a student-recipient, educational expenses will be covered to include, but not limited to: books, transportation, and workplace required attire and equipment. Chabot College will submit quarterly reporting to Alameda County to be reimbursed for 50% of expenses related to personnel and services associated with the CalFresh E&T Program.

Recommended Action: That the Board of Trustees approves the proposed Memorandum of Understanding (MOU) for CalFresh Employment and Training Program Between Alameda County Social Services Agency (ACSSA) and Chabot-Las Positas Community College District, Chabot. It is further recommended that the Board authorize the Vice Chancellor, Business Services, to execute the MOU on behalf of the District.

 12/8/2020
Submitted: Theresa F. Rowland/Date

 12/10/20
Approved: Ronald P. Gerhard/Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 4.5

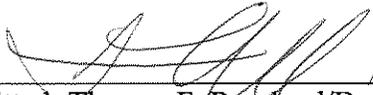
Subject: Approval of Agreement for the Establishment of Basic Law Enforcement Academy and Courses between the Alameda County Sheriff's Office and Chabot-Las Positas Community College District, Chabot College

Background: Chabot-Las Positas Community College District in partnership with the Alameda County Sheriff's Office, has offered accredited courses in basic law enforcement, known as the "Sheriff's Academy," and specialty law enforcement courses since 1999. The program is a vital educational experience for law enforcement professionals in Alameda County and continues as one of the many workforce programs for the District.

The Agreement outlines the roles of the Chabot-Las Positas Community College District and the Alameda County Sheriff's Office. For example, during the effective time period, Sheriff Academy participants will enroll as Chabot College students during the 1062 instructional hour Academy, and the district/college ensures Sheriff Office identified instructors meet state faculty minimum qualifications and oversee instruction in accordance with Title 5. The district also compensates the Alameda County Sheriff's Office per student contact hour as per the Agreement. The Alameda County Sheriff's Office provides the necessary facilities, support staff, student recruitment, supervision, instruction, ensures the safety and well-being of students, pays for the enrollment fees of students, enrolled in courses under this Agreement, and maintains student and evaluation records.

The Agreement is effective March 1, 2020 through June 30, 2022 with opportunity for three one-year extensions through 2025, unless terminated sooner.

Recommended Action: That the Board of Trustees approves the proposed Agreement for the Establishment of Accredited Basic Law Enforcement Academy and Courses Between The Alameda County Sheriff's Office and Chabot-Las Positas Community College District, Chabot College for the period of March 1, 2020 through June 30, 2022 with opportunity for three one-year extensions through 2025, unless terminated sooner. It is further recommended that the Board authorize the Vice Chancellor, Business Services, to execute the agreement on behalf of the District.

 12/15/2020
Submitted: Theresa F. Rowland/Date

 12/15/20
Approved: Ronald P. Gerhard/Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

November 17, 2020

Agenda Item: 5.1

Subject: Approval of Commercial Warrant Registers

Recommended Action: That the Board of Trustees approves the following Commercial Warrant Registers as indicated.

<u>Date</u>	<u>Warrant Numbers</u>	<u>Amount</u>
10/2/2020	10067342 - 10067485 Commercial Warrants	\$ 791,595.89
	10067486 - 10067518 Commercial Warrants	677,116.37
	10067519 - 10067523 Commercial Warrants	308,397.32
	10067524 - 10067547 Commercial Warrants	1,230,614.72
	6181 - 6202 ACH Payments	603,903.55
10/9/2020	10067548 - 10067687 Commercial Warrants	535,233.78
	10067688 - 10067710 Commercial Warrants	735,091.14
	10067711 - 10067712 Commercial Warrants	22,582.39
	10067713 - 10067734 Commercial Warrants	491,245.49
	10066408, 10066824 Cancelled Warrants	(2,094.08)
10/16/2020	6203 - 6222 ACH Payments	425,459.82
	10067735 - 10067905 Commercial Warrants	524,065.79
	10067906 - 10067912 Commercial Warrants	718,078.60
	10067913 - 10067995 Commercial Warrants	215,939.49

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10/16/2020	10067996 - 10067996	1,855,928.74
	Commercial Warrants	
	10067997	15,000.00
	Commercial Warrants	
	10066919	(48,732.60)
	Cancelled Warrant	
	6223 - 6513	\$ 324,129.01
	ACH Payments	
10/23/2020	10067998 - 10068127	2,910,649.04
	Commercial Warrants	
	10068128 - 10068159	1,551,684.79
	Commercial Warrants	
	10068160	686,424.48
	Commercial Warrants	
	10068161 - 10068168	905,692.78
	Commercial Warrants	
	10068169	3,000.00
	Commercial Warrants	
	10066830	(221.00)
	Cancelled Warrant	
	6514 - 6533	227,763.71
	ACH Payments	
10/30/2020	10068170 - 10068285	274,447.29
	Commercial Warrants	
	10068286 - 10068288	3,001.39
	Commercial Warrants	
	10068289 - 10068300	628,411.33
	Commercial Warrants	
	10068301 - 10068303	8,529.18
	Commercial Warrants	
	10068304 - 10068329	271,437.10
	Commercial Warrants	
	10068330	5,000.00
	Commercial Warrants	
	6534 - 6542	396,900.74
	ACH Payments	

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TOTAL \$ 17,296,276.25

Jonah R. Nicholas 12/8/20
Submitted: Jonah R. Nicholas / Date

[Signature] 12/10/20
Approved: Ronald P. Gerhard / Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

November 17, 2020

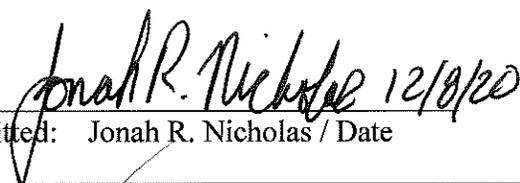
Agenda Item: 5.2

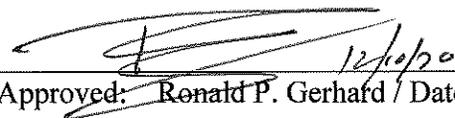
Subject: Approval of Payroll Warrant Registers

Recommended Action: That the Board of Trustees approves the following Payroll Warrant Register as indicated:

Regular Monthly Payroll:

October Payroll Warrant Total = \$5,739,107.69

 12/8/20
Submitted: Jonah R. Nicholas / Date

 12/10/20
Approved: Ronald P. Gerhafd / Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE
DISTRICT

November 17, 2020

Agenda Item: 5.3

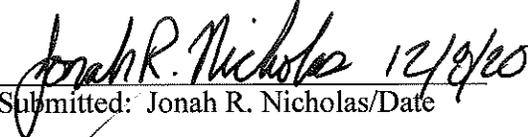
Subject: Approval of the Rental Agreement between the City of Pleasanton – Livermore Pleasanton Training Tower and Chabot-Las Positas Community College District- Las Positas College

Background: Chabot-Las Positas Community College District, Las Positas College Regional Fire Academy is an Accredited Regional Training Program (ARTP) through the Office of the California State Fire Marshal. In order to maintain ARTP status and to provide necessary instruction, the Chabot-Las Positas Community College District, Las Positas College Regional Fire Academy must have access to a suitable Fire Training Facility. The Chabot-Las Positas Community College District, Las Positas College Regional Fire Academy used the Pleasanton Fire Training Facility for its first Fire Academy in the Spring semester of 2019 and in the Spring semester of 2020 for its second Fire Academy. The purpose of this agreement is to allow the Las Positas College Regional Fire Academy to continue its use of the Fire Training Facility of the City of Pleasanton to conduct hands on training. The Facility is owned by the City of Pleasanton and operated by the Livermore-Pleasanton Fire Department.

The term of the Rental agreement states that the use of this agreement commences January 1, 2021 and ends December 31, 2021. This agreement may be terminated by either party upon 30 days written notice.

Recommended Action: That the Board of Trustees approve the proposed rental agreement with City of Pleasanton and Chabot-Las Positas Community College District, Las Positas College for the term commencing January 1, 2021 and ending on December 31, 2021. It is further recommended that the Board authorize the Vice Chancellor of Business Services to approve this agreement on behalf of the District.

Funding Source: Strong Workforce Program


Submitted: Jonah R. Nicholas/Date


Approved: Ronald P. Gerhard/Date

APPROVED

DISAPPROVED

TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE
DISTRICT

November 17, 2020

Agenda Item: 5.4

Subject: Approval of the Use of Facilities for Emergency Vehicle Operations Safety Driving between Falck Northern California Corporation and Chabot-Las Positas Community College District, Las Positas College

Background: Falck Northern California Corporation is an ambulance service provider in the Alameda County area. Falck Northern California Corporation (Falck) also provides internships to EMT/Paramedic students who are required to complete a specific number of hours under a paramedic/ambulance setting as required by Title 22. Chabot-Las Positas College District, Las Positas College (LPC) has an EMT/Paramedic program that requires students to internship and LPC currently has an MOU with Falck to provide those internships when positions are available. Because Falck Northern California Corporation requires that their drivers must be periodically certified in Emergency Vehicle Operation Course (EVOC) and requires a place to conduct this low-speed driving course, they have asked LPC for its assistance by providing space to hold these courses. LPC has adequate space to provide this low-speed EVOC training course and as such has required Falck to form formal Rental Agreement between LPC and Falck specifying and outlining responsibilities and priorities between Falck and LPC.

This Rental Agreement establishes that LPC will provide access to facilities at a mutually agreed upon time for EVOC training, and in exchange, Falck will provide LPC paramedic interns priority seating when an opening presents itself. This agreement also allows for LPC to bank these positions up to one year and potentially provides anywhere between 12 to 17 priority spots: giving LPC Paramedic program a higher placement and overall success rate of students completing the program. The term of the Rental agreement states that the use of this agreement commences October 1, 2020 and ends upon termination. This agreement may be terminated by either party upon two (2) months written notice.

Recommended Action: That the Board of Trustees approves the proposed use of facilities for emergency vehicle operations safety driving between Falck Northern California Corporation and CLPCCD, Las Positas College for the term commencing October 1, 2020 and ending upon termination. It is further recommended that the Board authorize the Vice Chancellor of Business Services to execute this agreement on behalf of the District.


Submitted: Jonah R. Nicholas/Date


Approved: Ronald P. Gerhard/Date

APPROVED

DISAPPROVED

TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

November 17, 2020

Agenda Item: 5.5

Subject: Approval of Community College League of California Requisition, Chabot-Las Positas Community College District, Chabot College

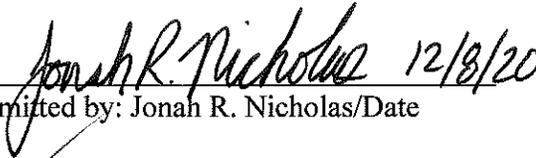
Background: Chabot-Las Positas Community College District, Chabot College recommends approval of the Community College League of California Requisition. Chabot-Las Positas Community College District, Chabot College receives funds annually from the Measure A bond to acquire library materials. The Community College League of California negotiates the best consortia pricing for library resources on behalf of California community colleges. Examples of these resources are subscription databases, online magazines and journals, newspapers, eBooks, streaming videos and music, and conference proceedings.

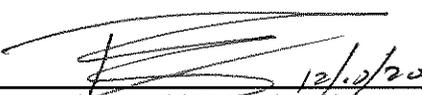
The Community College League of California (League) is a nonprofit public benefit corporation whose voluntary membership consists of the state's 72 public community college districts. The League supports locally-elected trustees and community college CEOs in serving their students and communities by advocating on their behalf at the state and federal levels, providing continued professional development, and delivering services that use economies of scale to minimize cost. The League has a joint project with the Chief Council of Librarians to provide a Community College Library Consortium. The Chief Council of Librarians charges an annual fee for libraries to be a part of the consortium.

The requisition is for the annual subscription to online library materials and online databases that provide access to magazines and journals, eBooks, streaming media, and other research content. The 2020-21 augmentation form on open purchase order B200305 will total \$156,000 for invoices to be paid during FY 20-21.

Recommended Action: That the Board of Trustees approve the Community College League of California requisition. It is further recommended that the Board authorize the Vice Chancellor of Business Services to execute the requisition on behalf of Chabot-Las Positas Community College District, Chabot College.

Funding Source: Measure A

 12/8/20
Submitted by: Jonah R. Nicholas/Date

 12/10/20
Approved: Ronald P. Gerhard/Date

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CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

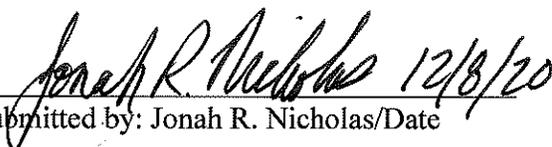
December 15, 2020

Agenda Item: 5.6

Subject: Approval of Budget Transfers from July – October 2020

Background: Title 5 Section 58307 states that the expenditures for each major classification must not exceed the budgeted amount. This section also requires that budget revisions and budget transfers between major classifications be approved by the Board of Trustees.

Recommended Action: That the Board of Trustees approve the attached budget transfers from July - October 20-21 budget. It is further recommended the Board authorize the Vice Chancellor of Business Services to process these budget transfers between major account classifications in order to comply with the Title 5 Section 58307.

 12/18/20
Submitted by: Jonah R. Nicholas/Date

 12/14/20
Approved: Ronald P. Gerhard/Date

APPROVED

DISAPPROVED

TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 5.7

Subject: Authorization and Approval of Resolution No. 02-2021, the Borrowing of Funds for Fiscal Year 20-21; the Issuance and Sale of a 2020-21 Tax and Revenue Anticipation Note Therefore and Participation in the Community College League of California Tax and Revenue Anticipation Notes Program

Background: The Chabot-Las Positas Community College District (the "District") currently projects that it will experience a cash flow shortfall during fiscal year 2020-21 created by timing differences between its anticipated expenditures and estimated receipt of revenues, including deferred State funding allocations. Resolution No. 02-2021 being presented to the Board of Trustees authorizes a borrowing by the District to address this cash flow shortfall through the issuance of a tax and revenue anticipation note (a "TRAN").

(a) TRAN Resolution. The resolution authorizes the issuance of a TRAN by the District in an amount not-to-exceed \$25,000,000, at legal interest rates, and the participation by the District in the Community College League of California Tax and Revenue Anticipation Notes Program (the "Program"). By participating in the Program, the District's TRAN will be marketed together with TRANs of other similarly-rated community college districts.

(b) Form of Purchase Agreement; Trust Agreement; Preliminary Official Statement. The Resolution approves the forms of Note Participation Purchase Agreement (the "Purchase Agreement"), Trust Agreement (the "Trust Agreement") and Preliminary Official Statement (the "POS") for the Program. All three documents are being approved in their current form, and staff is being authorized to fill in any existing blanks in the documents and to approve their final form.

Pursuant to the Purchase Agreement, Morgan Stanley & Co., LLC, the underwriter of the Program, will agree to buy a series of note participations (the "Note Participations") representing investors' interests in the TRANs of the District and all other community college districts participating in the Program. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Note Participations and the District's TRAN, the final execution copy of the Purchase Agreement will be prepared following this form.

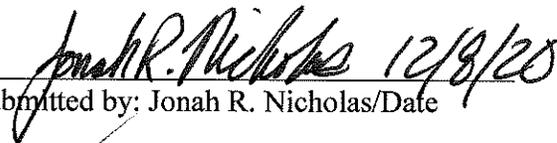
The Trust Agreement is signed by Wilmington Trust, N.A. (the "Trustee"), and each participating district in the Program. The Trust Agreement sets out instructions to the Trustee for the deposit and disbursement of (1) the funds received from the issuance of the TRANs and (2) funds transmitted by the participating districts to repay their TRANs. The Trust Agreement also sets forth the terms of the Note Participations and the rights of investors.

The POS is the offering document describing the Note Participations and the District's TRAN which will be distributed to prospective purchasers of the Note Participations. The POS will disclose information with respect to, among other things, (i) the proposed uses of proceeds of the TRAN, (ii) the terms of the TRAN and the Note Participations (interest rate, maturity, yield, etc.), (iii) the security for repayment of the TRAN (the pledge of revenues described below), (v) certain District financial and operating data (together with financial and operating data of the other participating districts), and (vi) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Note Participations. Following the pricing of the Note Participations and the TRAN, a final Official Statement for the Note Participations will be prepared, substantially in the form of the POS.

FISCAL IMPACT

Currently, it is expected that, pursuant to the Purchase Agreement, the District will pledge a portion of the revenues expected to be received in or accrued to the District's 2020-21 fiscal year to the repayment of the TRAN. However, the TRAN will be a general obligation of the District payable from its General Fund, and to the extent pledged revenues are not available, the TRAN will be paid from other legally available moneys of the District. The District will not have any obligation to pay the TRANs of the other districts participating in the Program, and the District will not be liable for the failure of any other district participating in the Program to pay its own TRAN.

Recommended Action: That the Board of Trustees approve the adoption of Resolution No. 02-2021, the Borrowing of Funds for Fiscal Year 20-21; the Issuance and Sale of a 2020-21 Tax and Revenue Anticipation Note Therefore and Participation in the Community College League of California Tax and Revenue Anticipation Notes Program. It is further recommended that the Board authorize the Vice Chancellor to execute this trust in their name.


Submitted by: Jonah R. Nicholas/Date


Approved: Ronald P. Gerhard/Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT RESOLUTION

RESOLUTION NUMBER 02-2021

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-21; THE ISSUANCE AND SALE OF A 2020-21 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2021 ("Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series of Notes, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it shall request that the board of supervisors (the "County Board") of the county, the county superintendent of which has jurisdiction over the District (the "County") to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the County Board fails or refuses to authorize by resolution the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District, and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, the District's Unrestricted Revenues (as defined herein);

WHEREAS, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating California community college district, including the District (collectively, the "Issuers"), will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, the underwriter or placement agent appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, such as common credit ratings, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wilmington Trust, N.A. (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of registered owners of Note Participations (collectively the "Owners" or individually an "Owner"), that the District shall provide notices of the occurrence of certain enumerated events, as further described herein.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the Owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the Owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider and the Issuer's allocable share of all Reimbursement Obligations, if any (as defined herein);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter or placement agent, as applicable, pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement") or sold on a competitive bid basis;

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District’s “2020-21 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed the rate authorized by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”).

If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the “Secured Percentage”) shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the Designated Office of the Trustee (as defined in the Trust Agreement).

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the County Board fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed that authorized by law, and that the District's *pro rata* share of Underwriter's discount on the Note, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. Except as provided in Section 19(B) hereof, the Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement, defined herein, if any, and will also be set forth in the Final Official Statement, defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

In connection with any public sale of the Note Participations, the Preliminary Official Statement relating to such sale, substantially in the form on file with the clerk or secretary of the Legislative Body, is hereby approved. The Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter and Special Counsel with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to deem the Preliminary Official Statement final for purposes of the Rule and to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate

principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, and to the extent permitted by law, "Reimbursement Obligations" shall mean any obligations of the District to the Credit Provider under the Credit Instrument and/or the Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, to the extent permitted by law, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

Section 6. No Joint Obligation; Owners' Rights. Except as provided in Section 19(b) hereof, the Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into

a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as Owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund, or applicable subaccount thereof, held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund, which allocable proceeds shall constitute the District's Proceeds Subaccount.

As an alternative to depositing proceeds of the Note in a Proceeds Subaccount, the District may cause such proceeds to be directly deposited in the general fund thereof, or such other fund as shall be held by the County on behalf or for the District, or in a Permitted Investment (as defined in the Trust Agreement).

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are apportionments which otherwise would be received between July 1, 2020 through June 30, 2021, but which are not be received until after June 30, 2021 ("Deferred Revenues"). Any such Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (so pledged, the "Pledged Revenues") received in the Repayment Months (as such term is defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys thereof lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2020-21 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account"), and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, a subaccount of the Payment Account (the "Payment Subaccount") may be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount

in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the Owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to

be relieved of any of its obligations with respect to the Note, the Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days (as defined in the Trust Agreement) following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply, and in such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the treasurer-tax collector of the County or comparable officer (the "Treasurer"), or his or her duly appointed designee, the Chairperson of the County Board, or such other member of the County Board authorized to sign on behalf of such Chairperson pursuant to the procedures of the County, shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature. In the event the County Board fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body

shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Representative or the Secretary to or Clerk of the Legislative Body of the District, or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the Designated Office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute Owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered Owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at the Designated Office thereof, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered Owner of such Note, shall execute, and the Trustee shall thereupon

authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered Owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the Owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to cause the issuance and delivery of the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, and the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) Reserved.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of

Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2020-21 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the

District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event

of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized Local Agency Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered Owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or

any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall not be subject to repeal. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the Owner of the Note for any one or more of the following purposes:

(A) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(B) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(D) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(E) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Except as described above, any modifications or amendment of this Resolution and of the rights and obligations of the District and of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the Owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the Owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note, a reduction of the principal amount thereof, an extension of the time of any payment

thereon, a reduction of the rate of interest thereon, a change in the date or amounts of the pledge set forth in this Resolution or an amendment to this paragraph, without the consent of the Owners of such Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Notes and the Note Participations may be modified by the Purchase Agreement.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. (A) The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Legislative Body, signed copies of this resolution shall be transmitted by the Secretary to or Clerk of the Legislative Body to the Treasurer of the County and to the County Board. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued as part of the Program, in conjunction with the note or notes of one or more community college districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other community college districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

Section 20. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board

providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Morgan Stanley & Co. LLC is hereby appointed as lead Underwriter for the Program. The Purchase Agreement may appoint such other co-managers as may be identified in the Purchase Contract.

Section 22. Form 8038-G; Continuing Disclosure. (A) Any Authorized Representative is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Representative of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the Trustee acting as dissemination agent (the “Dissemination Agent”) to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following (each, a “Listed Event”) in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) optional, contingent or unscheduled bond calls; (vii) unscheduled draws on debt service reserves reflecting financing difficulties; (viii) unscheduled draws on the credit enhancement reflecting financial difficulties; (ix) substitution of credit or liquidity providers, or their failure to perform; (x) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District, and (xi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (iv) release, substitution or sale of property securing repayment of the Note, (v) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (vi) appointment of a successor or additional Trustee or the change of name of such Trustee; or (vii) incurrence of a Financial Obligation, or agreement to covenants, events of default,

remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect the Owners.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section,

(1) a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries); and

(2) "Financial Obligation" means to be a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). Financial Obligations do not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(F) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of

communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or negligence. Absent such negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

[REMAINDER OF PAGE LEFT BLANK]

Resolution Parameters.

(b) Name of District: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

(c) Maximum Amount of Borrowing: \$25,000,000

(d) Authorized Representatives:

TITLE

(1) Chancellor

(2) Vice Chancellor, Business Services

(3) Director, Business Services

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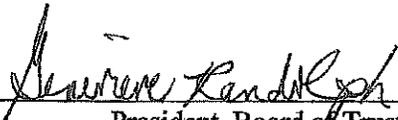
Section 23. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 15 day of December, 2020, by the following vote:

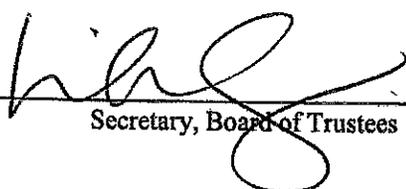
AYES: Gin, Granger, Heredia, Maduli, Randolph, Reynoso, Sbranti

NOES:

ABSENT:

By: 

President, Board of Trustees

Attest:


Secretary, Board of Trustees

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 6.1

Subject: Approval of Award of contract with Battalion one Fire Protection, Inc. for District-Wide Fire Suppression System Service Project

Background: The District issued Request for Proposal No. 20/21-06 on November 9, 2020. The request for proposal was in accordance with the state public bidding requirements. The purpose of this request was to receive comprehensive proposals for the District-Wide Fire Suppression System Service Project. The District received two proposals for services based upon the solicitation.

Contract Proposal Fee \$ 80,126.10

Recommended Action: That the Board of Trustees approves the proposed award Battalion one Fire Protection, Inc. for the District-Wide Fire Suppression System Service project in the amount not to exceed \$80,126.10. It is also recommended that the Board authorize the Vice Chancellor, Business Services, to execute the agreement on behalf of the District.

Funding Source: General Funds


Submitted: Owen Letcher/Date 10/14/2020


Approved: Ronald P. Gerhard/Date 12/15/20

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 6.2

Subject: Approval of Award of Bid No. B20/21-00, Temporary Faculty Village Project at Las Positas College to Sausal Corporation

Background: The District issued Bid No. B20/21-00 on October 30, 2020. The invitation of bid was in accordance with state public bidding requirements. The purpose of this request was to receive comprehensive proposals for Temporary Faculty Village Project at Las Positas College.

On Thursday, November 12, 2020 a mandatory bid walk was held and attended by Twenty-Six (26) interested parties. On December 3, 2020 proposals were received by six (6) parties. Sausal Corporation was selected as the lowest responsive and most qualified company.

Base Fee	\$ 1,405,600.00
Owner's Allowance	\$ 100,000.00
Total Bid Amount	\$ 1,505,600.00

The District is requesting that the Board of Trustees approve the proposed award of Bid No. B20/21-00 to Sausal Corporation.

Recommended Action: That the Board of Trustees approve the award of Bid No. B20/21-00, Temporary Faculty Village Project at Las Positas College to Sausal Corporation of Concord, CA, \$1,505,600.00. It is further recommended that the Board authorize the Vice Chancellor, Business Services, to execute the agreement and any future amendments to the agreement on behalf of the District.

Funding Source: Measure A Bond Funds

 12/10/2020
Submitted: Owen Letcher/Date

 12/10/20
Approved: Ronald P. Gerhard/Date

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 6.3

Subject: Authorization to File Notice of Completion with Alameda County Clerk Recorder's Office for the Emergency Boiler Replacement Project (Project No. B200180A) at Chabot College

Background: The Emergency Boiler Replacement Project at Chabot College has been completed by Enviser of Union City, CA. For the project to be officially closed a Notice of Completion needs to be filed with the Alameda County Clerk Recorder's Office in accordance with Section 3258 of the California Civil Code, as required by Section 3093 of the California Civil Code.

Recommended Action: That the Board of Trustees authorizes the filing of a Notice of Completion with the Alameda County Clerk Recorder's Office for the Emergency Boiler Replacement Project at Chabot College.

Funding Source: General Funds


Submitted: Owen Letcher/Date


Approved: Ronald P. Gerhard/Date

APPROVED

DISAPPROVED

TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

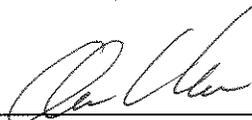
Agenda Item: 6.4

Subject: Authorization to File Notice of Completion with Alameda County Clerk Recorder's Office for the A/V Upgrade B2420 Project (Project No. B200182) at Las Positas College

Background: The A/V Upgrade B2420 Project at Las Positas College has been completed by J.D. General Construction, Inc. of Livermore, CA. For the project to be officially closed a Notice of Completion needs to be filed with the Alameda County Clerk Recorder's Office in accordance with Section 3258 of the California Civil Code, as required by Section 3093 of the California Civil Code.

Recommended Action: That the Board of Trustees authorizes the filing of a Notice of Completion with the Alameda County Clerk Recorder's Office for the A/V Upgrade B2420 Project at Las Positas College.

Funding Source: Measure A Bond Funds


Submitted: Owen Letcher/Date 12/16/2020


Approved: Ronald P. Gerhard/Date 12/16/20

APPROVED DISAPPROVED TABLED

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 8.2

Subject: First Reading of New, Reviewed, or Revised Administrative Procedures

Background:

Board Policy and Administrative Procedure 2410 articulates the process in which Board Policies and Administrative Procedures are created and reviewed on a six-year cycle. The Administrative Procedures presented have been reviewed through this established process. Changes, if any, are identified using track changes (strike through where deletions occur and underlines where additions are included). The Administrative Procedures are reviewed in the same manner as Board Policies except that they are presented to the Board once, as informational items.

- AP 4225 Course Repetition*
- AP 4230 Grading and Academic Record Symbols
- AP 4231 Grade Changes
- AP 4232 Pass/No Pass
- AP 4235 Credit by Examination
- AP 4236 Advanced Placement Credit
- AP 4240 Academic Renewal
- AP 4250 Probation, Dismissal, and Readmission
- AP 4260 Prerequisites and Co-requisites

*AP 4225 Course Repetition is a newly presented administrative procedure that consolidates AP 4227 Repeatable Courses, AP 4228 Course Repetition – Significant Lapse of Time, and AP 4229 Course Repetition – Variable.

Recommended Action: For information only.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

December 15, 2020

Agenda Item: 8.3

Subject: First Reading of New, Reviewed, or Revised Board Policies

Background:

Board Policy and Administrative Procedure 2410 articulates the process in which Board Policies and Administrative Procedures are created and reviewed on a six-year cycle. The Board Policies presented have been reviewed through this established process. Changes, if any, are identified using track changes (strike through where deletions occur and underlines where additions are included). This is the first reading of these Board Policies. Based upon board comment and feedback, they will be presented for a second reading at the Board's January meeting for approval.

- BP 4225 Course Repetition
- BP 4230 Grading and Academic Record Symbols
- BP 4231 Grade Changes
- BP 4232 Pass/No Pass
- BP 4240 Academic Renewal
- BP 4250 Probation, Dismissal, and Readmission
- BP 4260 Prerequisites and Co-requisites

Recommended Action: None at this time.